



**SERVICE DELIVERY STRATEGY**

**FORM 1**

COUNTY: **WHITFIELD**

**I. GENERAL INSTRUCTIONS:**

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p style="text-align: center;"><b>OPTION A</b> <i>Revising or Adding to the SDS</i></p>	<p style="text-align: center;"><b>OPTION B</b> <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div data-bbox="841 1182 1539 1413" style="background-color: #000080; color: white; padding: 10px; text-align: center;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp" style="color: white;">http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

**NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.**

**II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Whitfield County Dalton-Whitfield Community Development Corporation  
City of Dalton Dalton-Whitfield Solid Waste Management Authority  
City of Tunnel Hill Northwest Georgia Trade and Convention Center Authority  
City of Varnell  
Town of Cohutta  
Dalton Utilities

**III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:**

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Government Administration and Finance, Public Transportation, Indigent Funeral Expenses, Coroner, Public Buildings and Grounds Maintenance

**IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:**

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Airport Facilities, Animal Shelter and Animal Control (was previously Animal Control),  
Convention and Tourism Promotion, Court Services,  
Dalton-Whitfield Community Development Corporation (was previously named Workforce Housing Development/Public Housing have been combined),  
EMA/E911 Dispatch Services (was previously named Civil Emergency Management/E911 have been combined), Elections Administration and Oversight, Fire Fighting and Prevention,  
Emergency Rescue and First Responder Services (was previously First Responder Services, includes Ambulance Services that was its own SDA), G.I.S., Industrial Commercial and Multi-Family Development Services (was previously named Industrial and Commercial Development),  
Inmate Housing and Management (was previously named Correctional Facilities), Law Enforcement, Northwest Georgia Trade and Convention Center, Property Tax Assessment and Collection, Public Cemetery and Maintenance, Public Health Services, Recreation Facilities and Programs,  
Senior Citizen Center Services (was previously Senior Citizen Recreational and Social Opportunities), Sewer Service (was previously named Public Sewer), Solid Waste Disposal, Water Service  
  
Building Inspection  
Code Enforcement  
Planning Services  
Zoning Administration  
Subdivision of Parcels/Platting Services  
Fire Marshall  
Historic Preservation  
Sign Codes  
Soil Erosion, Sedimentation & Pollution Control Services  
Stormwater management  
Road and Bridge Construction and Maintenance  
Traffic Control and Engineering  
Street Lighting  
  
Illegal Immigration Control-Services not provided.



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**

**Instructions:**

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

**COUNTY: WHITFIELD**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CITY OF DALTON</u>	Mayor	David Pennington III		10/17/2022
<u>CITY OF VARNELL</u>	Mayor	Tom Dickson		10/18/22
<u>CITY OF TUNNEL HILL</u>	Mayor	Kenny Gowin		10/13/22
<u>TOWN OF COHUTTA</u>	Mayor	Ron Shinnick		10/13/22
<u>WHTIFIELD COUNTY</u>	Chairmam	Jevin S. Jensen		9/7/22



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: Whitfield**

**Service: EMA – E911 Dispatch Services**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.): **Whitfield County**
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund, State and Federal Grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Change in DCA Form.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell	October 20, 2022 until
	City of Tunnel Hill, Town of Cohutta	Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Robert Sivick, County Administrator**  
 Phone number: **706-275-7500**      Date completed: 10/11/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC SAFETY

**EMA/ E-911 Dispatch Services**

**SERVICE DELIVERY AGREEMENT**

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell** and **Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy**

and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE,** we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Civil Emergency Management (hereinafter "EMA")/E-911 Dispatch Services** within Whitfield

County:

**WITNESSETH:**

1. **Description of Current Service Delivery Arrangements.**

**A. Civil Emergency Management ("EMA")**

Whitfield County and the Cities entered an intergovernmental agreement ("IGA") dated February 13, 2012 regarding service delivery with respect to EMA services, a copy of which is attached hereto as Exhibit "A" and incorporated herewith as if set forth in its entirety.

**B. E-911 Dispatch**

By resolution adopted October 3, 1988, Whitfield County, Georgia established a 911 enhanced telephone system subject to voter approval. On November 8, 1988 a majority of the votes cast in a countywide referendum supported the resolution, completing the establishment of the Countywide 911 emergency call system. Whitfield County provides Enhanced 911 Service countywide through its designated call center.

Acting as a “gatekeeper,” Whitfield County 911 receives emergency calls of all types as well as non-emergency medical assistance and other non-emergency calls. All 911 calls received by Whitfield County are then routed using GIS to the appropriate agency, in terms of jurisdiction and subject matter, for appropriate response.

Furthermore, Whitfield County provides E-911 dispatch services to Dalton Police Department (“DPD”) and Dalton Fire Department (“DFD.”) The City of Dalton shall utilize the mobile CAD data services for all DPD vehicles. The City of Dalton shall be responsible for all costs associated with the maintenance, upgrade(s,) and consulting services for the mobile CAD data services. Likewise, the City of Dalton shall continue to be responsible for the protection of its network and connectivity to 911.

All equipment necessary for the ongoing provision of Enhanced 911 Services is or will be acquired by Whitfield County, partially through monthly 911 charges assessed to the public and partially through the General Fund.

To ensure public safety agency satisfaction and otherwise to ensure accountability, the 911 Advisory Board has been established to solicit input and cooperation between the 911 Center and all County and municipal public safety agencies. The Board members shall consist of only one representative for each County and municipal public safety agency. Such Board shall meet not less than once annually, but may meet more often as needed.

### ***C. 800 MHZ Radio System Access***

Whitfield County voters approved, as a proposed SPLOST project in 2015, the construction of an 800 MHZ Countywide Radio System for use by all public safety agencies within Whitfield County. All parties hereto entered an IGA with respect to such system dated July 8, 2019, which is attached hereto as Exhibit “B” and incorporated herewith as if set forth in its entirety.

#### **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of election oversight and administration to the residents of Whitfield County, as the municipalities located within Whitfield County provide components of election administration and oversight for municipal elections which are functionally distinct from the components of election administration and oversight which Whitfield County provides for all elections.

The parties hereto agree that, in consideration of the promises of each other to continue to provide election administration and oversight services at the level of service described herein, no party hereto shall act to alter or disrupt the specific service delivery arrangements described herein without first obtaining the agreement of the parties necessary for approval of the Service Delivery Strategy, as set forth in ***OCGA §36-70-25***.

**IN WITNESS WHEREOF**, we, the undersigned, have executed this Service Delivery Agreement on behalf of the above-named parties, pursuant to the authority granted to us in the resolutions by which each of said parties approved and adopted the Service Delivery Strategy, of which this Service Delivery Agreement is a part.

**-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-**



**Whitfield County, Georgia**

Jeyin S. Jensen  
Jeyin S. Jensen,  
Chairman



Attest:

Blanca Cardona  
Blanca Cardona,  
County Clerk  
(SEAL)

**City of Dalton, Georgia**

David Pennington III  
David Pennington III,  
Mayor

Attest:

Bernadette Chattam  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


Ron Shinnick  
Ron Shinnick,  
Mayor

Attest:

Pamela Shinnick  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

  
Kenny Gowin,  
Mayor


**Attest:**



Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

  
Tom Dickson,  
Mayor

**Attest:**

  
Jamie Nance  
City Clerk  
(SEAL)





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:**Whitfield

**Service: Property Tax Assessment and Collection**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):Whitfield County
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund
City of Dalton	General Fund
City of Varnell	General Fund
City of Tunnel Hill	No Expenditures
Town of Cohutta	No Expenditures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The City of Varnell began imposing property taxes in 2003 and has an informal agreement with the Whitfield County Tax Commissioner to assess, bill and collect taxes.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell	October 20, 2022 until
	City of Tunnel Hill, Town of Cohutta	Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: Robert Sivick, County Administrator  
 Phone number: 706-075-7500      Date completed: 10/11/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

GOVERNMENT SERVICES  
**PROPERTY TAX ASSESSMENT AND COLLECTION**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this 20<sup>th</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town") and the Whitfield County Tax Commissioner, who is a party hereto.

**WHEREAS, OCGA §36-70-20** through **OCGA §36-70-28**, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County; and

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County on terms more particularly described in said Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named entities, in consideration of the mutual covenants and promises, contained herein, agree as follows concerning the provision of **Property Tax Assessment and Collection** within Whitfield County:

**WITNESSETH:**

**1. Description of Current Service Delivery Arrangements.**

Whitfield County and the Cities of Dalton and Varnell have achieved a high level of cooperation and coordination in their efforts to assess and collect the property taxes which each government separately imposes on its residents.

Pursuant to the authority granted in **OCGA §48-5-359.1**, Whitfield County and the City of Dalton entered into an Agreement on October 1, 1996, whereby Whitfield County agreed to prepare an annual tax digest for the City of Dalton, as well as assess, bill, and collect the City of Dalton's municipal taxes, including, but not limited to, delinquent accounts since January 1, 1990, in the same manner as it collects county taxes, invoking any permitted remedy for the collection of such municipal taxes. Whitfield County and the City of Dalton also made other mutual promises which are set forth in this Agreement, which include the City of Dalton's commitment to pay Whitfield County a set fee for each real estate parcel and personal property account upon which Whitfield County assesses, bills, and collects taxes on the City of Dalton's behalf. A copy of this Agreement is attached hereto as **Exhibit "A."**

Similarly, Whitfield County entered into an agreement for collection of property taxes with the City of Varnell, albeit an informal agreement, when a separate city tax was imposed in 2003.

Whitfield County carries out its duties under the above-referenced Agreement through the Office of the **Whitfield County Tax Commissioner**, with the assistance of the **Office of the Whitfield County Tax Assessor**. Pursuant to the requirement of OCGA § 48-5-359.1(a), the Whitfield County Tax Commissioner approved and signed the above-referenced agreement. Additionally, as OCGA § 48-5-359.1(a) permits the Whitfield County Tax Commissioner to contract for compensation from the City of Dalton for his services in implementing the above-referenced agreement, the City of Dalton and the Whitfield County Tax Commissioner entered into an Agreement for such compensation. A copy of this Agreement is attached hereto as **Exhibit "B."**

The City of Tunnel Hill and the Town of Cohutta do not impose separate property taxes on the date of this Agreement. Thus, the property taxes which Whitfield County imposes apply to property located within these municipalities in the same manner as such taxes apply to property located in the unincorporated areas of Whitfield County.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in property tax assessment and collection by the local governments of Whitfield County, as the one municipality that currently imposes its own separate property taxes, the City of Dalton, has entered into formal Agreements with Whitfield County and the Whitfield County Tax Commissioner pursuant to which Whitfield County assesses, bills, and collects the City of Dalton's separately imposed property taxes; while all other local governments in Whitfield County have informally agreed with Whitfield County that Whitfield County will assess, bill, and collect any property taxes which those local governments choose to separately impose in future years.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-**

**Whitfield County, Georgia**

Jevin S. Jensen  
Jevin S. Jensen,  
Chairman



Attest:

Blanca Cardona  
Blanca Cardona,  
County Clerk  
(SEAL)

**City of Dalton, Georgia**

David Pennington III  
David Pennington III,  
Mayor

Attest:

Bernadette Chattam  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


Ron Shinnick  
Ron Shinnick,  
Mayor

Attest:

Pamela Shinnick  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**


  
Kenny Gowin,  
Mayor

Attest:

  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

  
Tom Dickson,  
Mayor

Attest:

  
Jamie Nance  
City Clerk  
(SEAL)







**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:** Whitfield

**Service:** Court Services

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): Whitfield County
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund
City of Dalton	General Fund
City of Varnell	General Fund
City of Tunnel Hill	General Fund
Town of Cohutta	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Magistrate Court currently provides First Appearance Bond Hearings for the various Municipal Courts at a cost of fifteen dollars (\$15.00) per City Detainee or City Inmate.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell	October 20, 2022 until
	City of Tunnel Hill, Town of Cohutta	Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: Robert Sivick County Administrator  
 Phone number: 706-275-7500      Date completed: 10/7/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

GOVERNMENT SERVICES  
**COURT SERVICES**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town") and **Chris Griffin, Chief Magistrate of Whitfield County** (hereinafter referred to as the "Magistrate.")

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;;

**NOW, THEREFORE,** we, the undersigned, being duly authorized to act on behalf of the above- named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Court Services** within Whitfield County:

**WITNESSETH**

**1. Description of Current Service Delivery Arrangement.**

The Georgia Constitution and applicable Georgia state law mandate or allow Whitfield County to provide and to maintain a Superior Court, a Magistrate Court, a Probate Court, and a Juvenile Court. As Whitfield County is the only local government within Whitfield County which may legally provide and maintain the above-referenced courts, no duplication is possible in the provision of court services in Whitfield County through those courts.

The City of Dalton, City of Varnell, City of Tunnel Hill, and Town of Cohutta maintain Municipal Courts, which hear and adjudicate matters which arise within their respective corporate limits, and which are within their subject matter jurisdiction as established by applicable law. Those Municipal Courts do not have jurisdiction over

matters which arise outside the corporate limits of the City in which they are located. Thus, no possibility of duplication exists in the provision of court services in Whitfield County through the above-referenced Municipal Courts.

The Magistrate Court currently provides First Appearance Bond Hearings for the various Municipal Courts at a cost of fifteen dollars (\$15.00) per City Detainee or City Inmate, as evidenced by Chief Magistrate Chris Griffin joining this Agreement as signatory. Either the Magistrate Court or any City or Town may withdraw from the Magistrate Court provision of First Appearance Bond Hearings with not less than thirty (30) days written notice to all parties hereto.

**2. Future Service Delivery Strategy.**


The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of court services within Whitfield County, as legal restrictions on the provision, maintenance, and jurisdiction of all of the courts which sit within Whitfield County prevent such duplication.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.


IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**Whitfield County, Georgia**

By:   
Chris Griffin, Chief Magistrate

By:   
Jevin S. Jensen, Chairman

Attest:

  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**



David Pennington III,  
Mayor

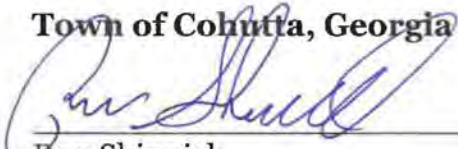
Attest:



Bernadette Chattam,  
City Clerk  
(SEAL)

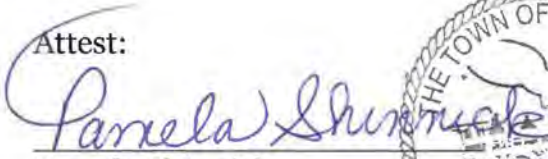


**Town of Cohutta, Georgia**



Ron Shinnick,  
Mayor

Attest:



Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**



Kenny Gowin,  
Mayor

Attest:



Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**



\_\_\_\_\_  
Tom Dickson,  
Mayor

Attest:



\_\_\_\_\_  
Jamie Nance  
City Clerk  
(SEAL)





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: Whitfield**

**Service: Animal Shelter and Animal Control**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Whitfield County**

b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund, SPLOST, Grants
City of Dalton	No Expenditures
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
Town of Cohutta	No Expenditures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Change in DCA Form

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell	October 20, 2022
	Town of Cohutta, City of Tunnel Hill	Until modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Robert Sivick, County Administrator**  
 Phone number: **706-275-7500**      Date completed: 10/7/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:



PUBLIC SAFETY  
**ANIMAL SHELTER AND ANIMAL CONTROL**  
**SERVICE DELIVERY AGREEMENT**

**THIS SERVICE DELIVERY AGREEMENT**, made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town") and **Scott Chitwood, Sheriff of Whitfield County** (hereinafter referred to as the "Sheriff.")

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Animal Shelter and Animal Control Services** within Whitfield County:

**WITNESSETH:**

**1. Description of Current Service Delivery Arrangements.**

Whitfield County is the sole provider of Animal Shelter services within Whitfield County. Whitfield County provides this service on a county-wide basis by providing an Animal Shelter for the safe shelter of domestic dogs and cats retrieved or surrendered in Whitfield County.

Whitfield County provides Animal Control enforcement for the unincorporated areas of the county through the Whitfield County Sheriff, who joins this Agreement.

The City of Dalton provides Animal Control enforcement within its jurisdiction through the Dalton Police Department.

The City of Tunnel Hill provides Animal Control enforcement within its jurisdiction through the Tunnel Hill Police Department.

The City of Varnell provides Animal Control enforcement within its jurisdiction through the Varnell Police Department.

The Town of Cohutta provides Animal Control enforcement within its jurisdiction through the Cohutta Police Department.

Whitfield County and the Cities agree to seek to maintain animal control ordinances which are as nearly identical as possible, both in form and in content, so as to reduce public confusion and to promote compliance countywide.

If any municipality hereto, at any time in the future, shall contract with Whitfield County and the Whitfield County Magistrate Court, pursuant to OCGA 15-10-150 et seq., then Whitfield County shall receive any funds, fines, or forfeitures related to the prosecution of each such violation.

No duplication exists in the delivery of animal control services within Whitfield County, due to Whitfield County's assumption by agreement with the above-referenced municipalities of the responsibility of being the sole provider of such service.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of animal control services within Whitfield County, as Whitfield County is now the sole provider of said services.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**Whitfield County, Georgia**

By: Scott Chitwood

Scott Chitwood, Whitfield County Sheriff

**Whitfield County, Georgia**

Jevin S. Jensen  
Jevin S. Jensen,  
Chairman



Attest:

Blanca Cardona  
Blanca Cardona,  
County Clerk  
(SEAL)

**City of Dalton, Georgia**

David Pennington III  
David Pennington III,  
Mayor

Attest:

Bernadette Chattam  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**

*Ron Shinnick*

Ron Shinnick,  
Mayor

Attest:

*Pamela Shinnick*

Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

*Kenny Gowin*

Kenny Gowin,  
Mayor

Attest:

*Melinda Griffin*

Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

*Tom Dickson*

Tom Dickson,  
Mayor

Attest:

*Jamie Nance*

Jamie Nance  
City Clerk  
(SEAL)





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: Whitfield**

**Service: *Convention and Tourism Promotion***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.): **Northwest Georgia Trade and Convention Center Authority**
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**)
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Type Name of Government, Authority or Organization Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund
City of Dalton	General Fund
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
Town of Cohutta	No Expenditures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Change in DCA Form.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell	October 20, 2022 until
	City of Tunnel Hill, Town of Cohutta	Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Robert Sivick**  
 Phone number: **706-275-7500**      Date completed: 10/7/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

ECONOMIC DEVELOPMENT  
**CONVENTION AND TOURISM PROMOTION**  
SERVICE DELIVERY AGREEMENT

---

20<sup>th</sup> **THIS SERVICE DELIVERY AGREEMENT**, is made and entered into this day of October, 2022, by and between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the Town of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

**WHEREAS**, *OCGA §§ 36-70-20 et seq.* mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS**, *OCGA § 36-70-24(1)* mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS**, *OCGA § 36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning the provision of **Convention and Tourism Promotion**, within Whitfield County as hereinafter described;

**WITNESSETH**

**1. Description of Current Service Delivery Arrangement.**

The City of Dalton and Whitfield County have created the Dalton-Whitfield County Convention and Visitors Bureau, Inc. d/b/a The Dalton Area Convention and Visitors Bureau (DACVB), a Georgia nonprofit corporation, as the designated marketing organization for the City of Dalton and Whitfield County, specializing in soliciting and supporting tourism, conventions, meetings, conferences, trade shows and all other group business designed to bring visitors overnight to Dalton-Whitfield County. The work of DACVB provides economic benefits to Whitfield County and the cities of Dalton, Varnell, Tunnel Hill and the Town of Cohutta. DACVB enhances the mission of the Northwest Georgia Trade and Convention Center, the Dalton Downtown Development Authority, many beneficial non-profit organizations conferring public benefits as well as promotes the many attractions in the cities and Town and throughout Whitfield County.

The DACVB maintains an active, current, and hosted website available to the public promoting local events and attractions throughout the year. The DACVB is governed by a Board of Directors pursuant to its by-laws with Board members including members of the City of Dalton and Whitfield County governing authorities and one appointee each from those governing authorities with remaining Directors from the hotel/motel industry, the restaurant industry, the tourist attraction or retail industry, the historic preservation industry, the sporting industry, and an appointee from the Dalton Downtown Development Authority, and one appointee from the Joint Development Authority.

The agency is managed by an Executive Director who is an ex officio member of the Board. Other ex officio Board members include the administrators of the City of Dalton and Whitfield County, the Northwest Georgia Trade and Convention Center's Director, the Commissioner of Murray County or his/her designee, an appointee of the Prater's Mill Foundation, and an appointee of the Whitfield Murray Historical Society. Thereby, a broad sector of stakeholders in tourism, promotion, and marketing are represented.

The City of Dalton and Whitfield County provide joint funding for DACVB.

Due to the agency serving as the designated marketing organization for Whitfield County and its cities and Town there is no duplication or overlap in services.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-**



**Whitfield County, Georgia**

Jevin S. Jensen  
Jevin S. Jensen,  
Chairman



Attest:

Blanca Cardona  
Blanca Cardona,  
County Clerk  
(SEAL)

**City of Dalton, Georgia**

David Pennington III  
David Pennington III,  
Mayor



Attest:

Bernadette Chattam  
Bernadette Chattam,  
City Clerk  
(SEAL)

**Town of Cohutta, Georgia**


Ron Shinnick  
Ron Shinnick,  
Mayor



Attest:

Pamela Shinnick  
Pamela Shinnick  
City Clerk  
(SEAL)

**City of Tunnel Hill, Georgia**

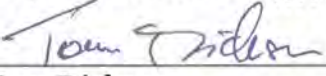
  
Kenny Gowin,  
Mayor

**Attest:**

  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

  
Tom Dickson,  
Mayor

**Attest:**

  
Jamie Nance  
City Clerk  
(SEAL)





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:**Whitfield

**Service:***Dalton Whitfield Community Development Corporation*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Dalton-Whitfield County Development Corporation**
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund, State & Federal Grants
City of Dalton	General Fund, State & Federal Grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

New Contract & DCA Form. Service to be provided by non-profit community housing organization.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell	October 20, 2022
	City of Tunnel Hill, Town of Cohutta	Until modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None.

7. Person completing form: **Robert Sivick, County Administrator**  
 Phone number: **706-275-7500**      Date completed: 10/11/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

# DALTON-WHITFIELD COMMUNITY DEVELOPMENT CORPORATION

## SERVICE DELIVERY AGREEMENT

---

<sup>20<sup>TH</sup></sup> THIS SERVICE DELIVERY AGREEMENT, is made and entered into this day of October, 2022, by and between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the Town of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

**WHEREAS**, *OCGA §§ 36-70-20 et seq.* mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS**, *OCGA § 36-70-24(1)* mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS**, *OCGA § 36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning workforce housing development, within Whitfield County as hereinafter described:

### WITNESSETH

#### **1. Description of Current Service Delivery Arrangement.**

The City of Dalton and Whitfield County entered into a Memorandum of Understanding effective January 1, 2004 to establish and maintain a non-profit workforce housing development organization consistent with their Service Delivery Agreement titled Workforce Housing Development dated October 29, 2002. The designated workforce housing development organization was originally incorporated as the Dalton/Whitfield County Non-Profit Development Corporation on August 15, 2002, with Articles of Amendment filed on February 12, 2007 changing the organization's name to the Dalton-Whitfield Community Development Corporation (CDC).

Operating with a salaried Director and staff some funding for CDC is provided by the City of Dalton and Whitfield County with remaining financial support through grants, private donations, and revenue generated through any sale of land or assets of the organization. The agency was envisioned in 2002 to address the need for quality affordable housing in the cities and Town and throughout Whitfield County.

The agency is a tax exempt Section 501 (c) (3) organization. It is governed by a Board of Directors with specified terms. Vacancies and subsequent appointments are made by its Board of Directors.

The current goal of the agency is to facilitate the opportunity of the workforce to acquire and maintain safe and decent housing in Dalton and Whitfield County. Its programmatic goals are:

- i) provide basic home ownership counseling and education services;
- ii) initiate a housing rehabilitation program; and
- iii) initiate an infill development program.

The agency serves as a HUD-certified housing counseling agency providing pre-purchase home buying education and foreclosure prevention. Homeless services are also provided by the agency.

While the cities and Town and Whitfield County may apply for and receive from time to time various Community Development Block Grants relative to local housing and several non-profit agencies provide homeless shelter, there is no duplication or overlap in services provided by CDC. Because of the enormous need CDC expands the workforce and homeless services components which any such grants or non-profit organizations may provide.

## **2. Future Service Delivery Strategy.**

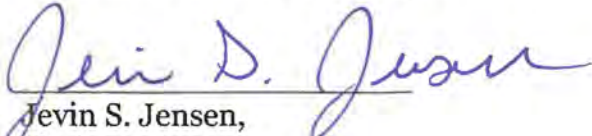
The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-**

**Whitfield County, Georgia**

  
\_\_\_\_\_  
Jevin S. Jensen,  
Chairman

Attest:


  
\_\_\_\_\_  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**

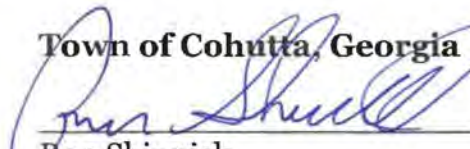
  
\_\_\_\_\_  
David Pennington III,  
Mayor

Attest:

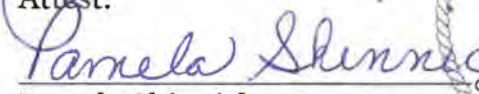
  
\_\_\_\_\_  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**

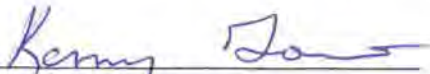
  
\_\_\_\_\_  
Ron Shinnick,  
Mayor

Attest:

  
\_\_\_\_\_  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

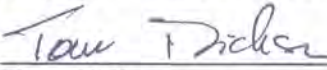
  
Kenny Gowin,  
Mayor

**Attest:**

  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

  
Tom Dickson,  
Mayor

**Attest:**

  
Jamie Nance  
City Clerk  
(SEAL)







**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: WHITFIELD**

**Service: BUILDING INSPECTION**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **WHITFIELD COUNTY, TOWN OF COHUTTA**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
WHITFIELD COUNTY	GENERAL FUNDS, PERMIT FEES
CITY OF DALTON	GENERAL FUNDS, PERMIT FEES
CITY OF TUNNEL HILL	GENERAL FUNDS, PERMIT FEES
CITY OF VARNELL	GENERAL FUNDS, PERMIT FEES
TOWN OF COHUTTA	GENERAL FUNDS, PERMIT FEES

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

CHANGE IN DCA FORM

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
SERVICE DELIVERY	WHITFIELD COUNTY, CITY OF DALTON	OCTOBER 20,2022 UNTIL
AGREEMENT	CITY OF VARNELL, CITY OF TUNNEL HILL, TOWN OF COHUTTA	MODIFIED BY PARTIES

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: **ROBERT SIVICK**

Phone number: **706-275-7500 X 7503**      Date completed: 3/7/2023

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**

ECONOMIC DEVELOPMENT  
**BUILDING INSPECTION, CODE ENFORCEMENT,  
PLANNING, ZONING AND RELATED LAND-USE  
DEVELOPMENT SERVICES**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Building Inspection, Code Enforcement, Planning, Zoning and Related Land-Use Development Services**:

**WITNESSETH:**

1. **Description of Current Service Delivery Arrangements.**

- (a) **Building Inspection.** For the term hereof, the County shall provide building inspection services within the unincorporated areas of the county and within each City except for within the Town of Cohutta, which provides building inspection services within the Town. As used in this Agreement "building inspection services" shall include, but shall not be limited to, all functions and activities incidental to the operation of a building inspection office, including required permitting and inspection services for new construction.
- (b) **Code Enforcement.** For the term hereof, each City shall provide Code Enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas. Code Enforcement shall include, but not be limited to, building code enforcement, zoning violations regarding junk, trash, debris and unsafe or dangerous buildings enforcement.

- (c) **Planning Services.** For the term hereof, the County shall provide Planning services, through its contract with the North Georgia Regional Commission for the Cities of Dalton and Varnell, along with the unincorporated areas of the county. The City of Tunnel Hill and the Town of Cohutta provide such services respectively within those jurisdictions.
- (d) **Zoning Administration.** Whitfield County and the Cities of Dalton and Varnell have each adopted the **Unified Zoning Ordinance** and respective zoning maps for use within those jurisdictions. Thus, the vast majority of all parcels in Whitfield County are governed by one zoning ordinance. For the term hereof, Whitfield County provides all zoning administration services, including, but not limited to text and map updates, rezoning and special use permit applications, and variance requests through the Board of Zoning Appeals. The City of Tunnel Hill and the Town of Cohutta each maintain their own separate zoning ordinance and provide for administration thereof within their respective jurisdictions.
- (e) **Subdivision of parcels/Platting Services.** For the term hereof, the County shall provide major subdivision review, minor subdivision review, and plat review services for the City of Dalton and the unincorporated areas of the county. Within their respective jurisdictions, the Cities of Varnell and Tunnel Hill and the Town of Cohutta provide such services.
- (f) **Fire Marshall.** For the term hereof, the City of Dalton Fire Department shall provide State Fire Code compliance and plan review within the City of Dalton and the County shall provide such services for all remaining Cities and the unincorporated areas of the county.
- (g) **Historic Preservation.** For the term hereof, the City of Dalton shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission, within its jurisdiction. The County shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission for the unincorporated areas of the county. The Chief Building Inspector shall provide assistance with respect to implementation of historic preservation codes.
- (h) **Sign Codes.** For the term hereof, each City shall provide Sign Code permitting and enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas.
- (i) **Soil Erosion, Sedimentation and Pollution Control Services.** For the term hereof and for so long as the County shall retain Local Issuing Authority from Georgia EPD and the Georgia Soil and Water Conservation Commission, the County shall provide land disturbing activity (“Soil Erosion”) plan review, inspection and permitting services countywide except for within the Town of Cohutta. The Cities of Dalton, Tunnel Hill and Varnell each retain their separate local issuing authority, but contract with Whitfield County to provide such services within their respective cities. Permittees within the Town of Cohutta must obtain such services directly from Georgia EPD.
- (j) **Stormwater Management.** For the term hereof, each jurisdiction shall continue to maintain a separate Municipal Separate Storm System (“MS4”) and each jurisdiction is separately responsible for compliance with all required Best Management Practices and reporting requirements.

Whitfield County provides plan review and permitting on a countywide basis, except for the Town of Cohutta, which is not counted as part of Whitfield County's urbanized area and thus is not required to review or permit stormwater management plans.

The City of Dalton contracts with Whitfield County to meet its reporting requirements to EPD per "MS4 Responsibility Table," attached hereto as **Exhibit "A"** and incorporated herein by this reference, and as may be amended hereafter and, commencing with the execution of this Agreement, pays an annual fee of \$87,500.00 for such services.

The Cities of Tunnel Hill and Varnell each provide reporting to EPD for their jurisdictions. The County also agrees to share some MS4 responsibilities with the Cities of Tunnel Hill and Varnell in accordance with **Exhibit "A."**

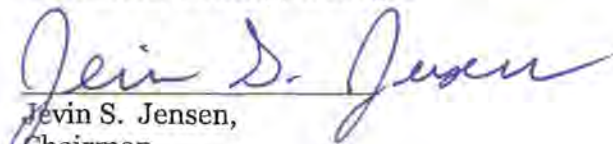
- (k) **Fees, Fines and Funding.** All fees generated for permitting services hereunder shall be retained by the entity providing the service. All fines generated as a result of enforcement shall be retained by the entity providing the service, regardless of where such fine may be assessed or adjudicated. All services referenced herein shall be funded by the General Fund of the jurisdiction providing such service.
- (l) **Term and Termination.** This Agreement shall remain in force and effect for so long as the LOST certificate executed by the parties hereto on August 8, 2022 shall remain effective.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

**IN WITNESS WHEREOF**, we, the undersigned, have executed this Service Delivery Agreement on behalf of the above-named parties, pursuant to the authority granted to us in the resolutions by which each of said parties approved and adopted the Service Delivery Strategy, of which this Service Delivery Agreement is a part.

**Whitfield County, Georgia**


  
Jevin S. Jensen,  
Chairman

Attest:

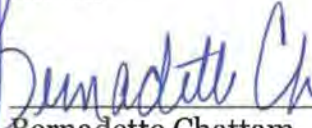
  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**

  
\_\_\_\_\_  
David Pennington III,  
Mayor

Attest:


  
\_\_\_\_\_  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
\_\_\_\_\_  
Ron Shinnick,  
Mayor

Attest:


  
\_\_\_\_\_  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

  
\_\_\_\_\_  
Kenny Gowin,  
Mayor

Attest:

  
\_\_\_\_\_  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

*Tom Dickson*

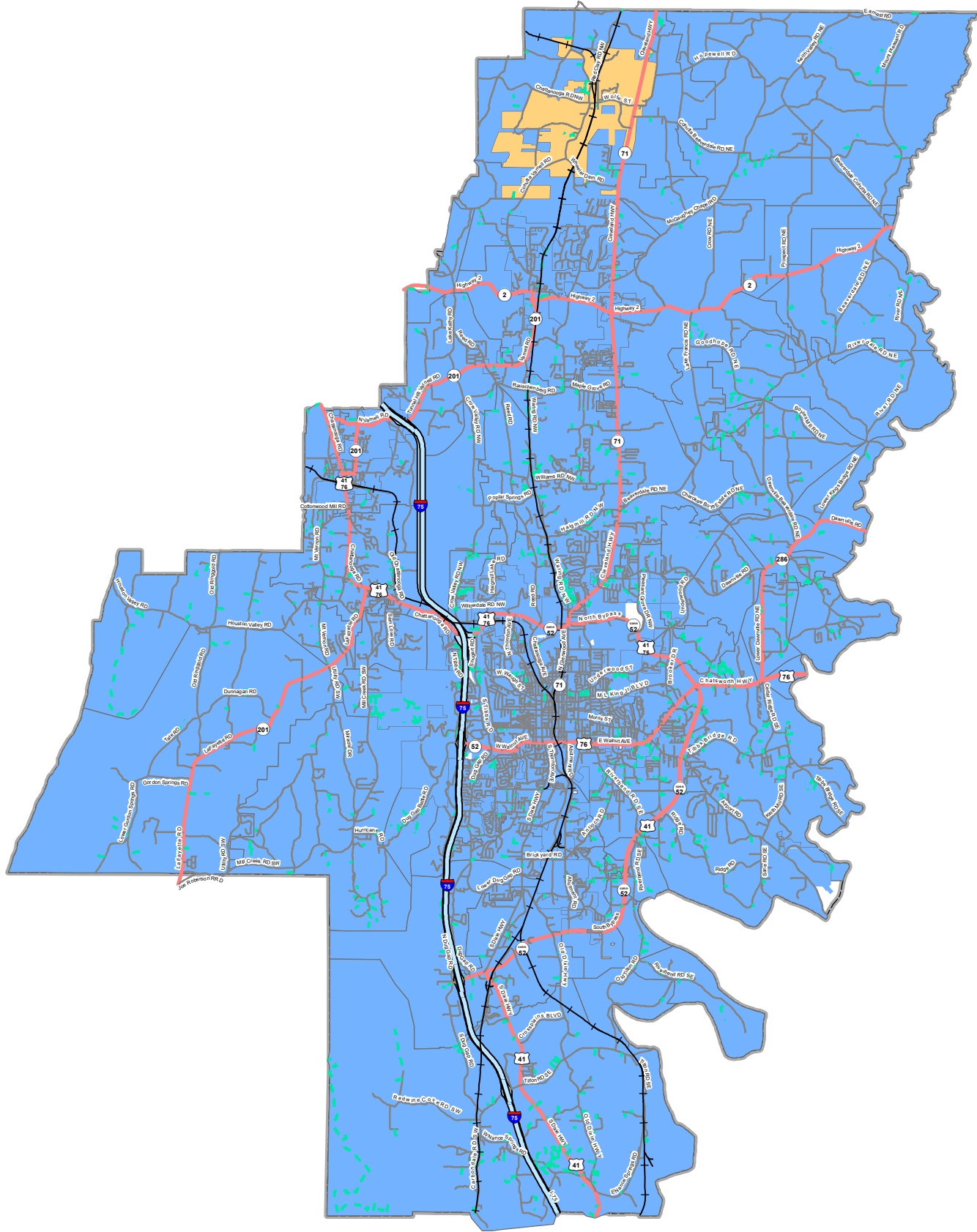
Tom Dickson,  
Mayor

Attest:

*Jamie Nance*

Jamie Nance  
City Clerk  
(SEAL)





- Legend**
- Roads
  - State Highway
  - US Highway
  - Interstate
  - - - Private
  - SGA Building Inspection Services
  - Cohutta
  - Whitfield County

# SGA Building Inspection Services



1 inch = 3 miles

Date: 3/9/2023





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:**Whitfield

**Service:** Inmate Housing and Management

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): Whitfield County
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund
City of Dalton	General Fund
City of Varnell	General Fund
City of Tunnel Hill	General Fund
Town of Cohutta	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Change in DCA form

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell	October 20, 2022 until
	City of Tunnel Hill, Town of Cohutta	Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: Robert Sivick, County Administrator  
 Phone number: 706-275-7500      Date completed: 10/11/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC SAFETY  
**INMATE HOUSING AND MANAGEMENT**  
**SERVICE DELIVERY AGREEMENT**

THIS SERVICE DELIVERY AGREEMENT, made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the “County”), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the “Cities” and individually as a “City” or “Town”) and **Scott Chitwood, Sheriff of Whitfield County** (hereinafter referred to as the “Sheriff.”)

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**WHEREAS,** the Sheriff operates an inmate housing facility known as the Whitfield County Correctional Center or sometimes more commonly as the Whitfield County Jail; and

**WHEREAS,** the Cities desire to have City or Town Detainees (as hereinafter defined) and inmates housed and managed at the Whitfield County Jail; and

**WHEREAS,** the County and the Sheriff desire to accept City Detainees and inmates in an effort to improve the health, safety, and welfare of the greater Whitfield County community.

**NOW, THEREFORE,** we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Inmate Housing and Management within Whitfield County:

**ARTICLE I**  
**DEFINITIONS**

“City Detainee” shall mean any person arrested for any violation of a City (or Town) ordinance or a statute which will be adjudicated by a Municipal Court, and who is remanded to the custody of the Sheriff;

“City Inmate” shall mean any person sentenced to incarceration by a Municipal Court and serving said sentence in the Jail;

“Jail” shall mean the inmate housing facility operated by the Sheriff and known as the Whitfield County Jail;

“Jail Day” shall mean twelve midnight (12:00 a.m.) to the following 11:59 p.m., or any portion thereof commencing when any person is remanded to the custody of the Sheriff.

“Municipal Court” shall mean the respective municipal courts of the Cities;

“Non-City Detainee” shall mean any person arrested for a violation of any statute or County ordinance, remanded to the custody of the Sheriff, and whose case will not be adjudicated in a Municipal Court;

“Non-City Inmate” shall mean any person remanded to the custody of the Sheriff and whose case was not adjudicated by a Municipal Court.

## **ARTICLE II DUTIES OF THE CITIES**

- A. Each City or Town shall transport its City Detainees and City Inmates to and from the Jail whenever any such transportation is required. This transportation shall include all transport to and from any medical facility.
- B. A City or Town shall pay only medical costs incurred on behalf of its City Detainees and City Inmates which are the result of any injury or medical problems which occurred or arose during the course of arrest or after arrest, but prior to the City Detainees and City Inmates being placed in the custody of Sheriff. All other costs for medical emergency or medical treatment shall be paid by the Sheriff, in compliance with state law once the Sheriff (by and through the on-duty Intake Officer) has accepted responsibility for such City Detainee or City Inmate. Prior to taking any City Detainee or City Inmate into custody, the Sheriff may reject any City Detainee or City Inmate in accordance with **O.C.G.A. §42-4-12** and further may reject any City Detainee in obvious medical distress, which may include, but not be limited to, excessive intoxication or chronic illness.
- C. Each City or Town attempting to place any City Inmate in the custody of the Sheriff shall supply all forms, documents or other information required either by any such City or Town or required by the Sheriff for use with City Detainees and City Inmates.
- D. If a person is injured upon arrest by City or Town law enforcement officers, then the responsible City or Town shall obtain a signed medical clearance for incarceration from Hamilton Medical Center before such person is remanded to the custody of the Sheriff.

## **ARTICLE III**

## **DUTIES OF THE COUNTY AND THE SHERIFF**

- A. The Sheriff shall be solely responsible for the operation and maintenance of the Jail, and all costs associated therewith as may be appropriated by the County, during the term of this Agreement.
- B. The Sheriff shall keep accurate and detailed records of all sums, proceeds and financial transactions of all kinds conducted in relation to the management and housing of City Detainees and City Inmates. The Sheriff shall have the Jail financial records audited at least annually and such records shall be made available, as reasonably requested, to the Cities for inspection. Notwithstanding the foregoing, any of the Cities or Town shall have the right to audit the Jail financial records annually upon reasonable notice at its expense.
- C. The Sheriff shall keep accurate and detailed records of all complaints, incidents, and occurrences involving City Detainees and City Inmates coming into the custody and control of the Sheriff and such records shall be made available upon request for inspection upon reasonable notice.
- D. The Sheriff shall provide adequate, appropriate, and lawful housing, medical care, food service, safety and other appropriate conditions or services, as mandated by federal or state law to the City Detainees and City Inmates from the time he or she is delivered into the Sheriff's custody until the time he or she is released from the Sheriff's custody.
- E. All appearance bonds, cash, and property bonds given for the release from the Jail of a City Inmate shall be processed and accurately accounted for by the Sheriff.

## **ARTICLE IV TERM; TERMINATION**

- A. This Agreement shall become effective upon final execution by all signatories hereto (the "Effective Date") and shall continue for so long as the local option sales tax allocations, as set forth in the local option sales tax certificate executed by the parties hereto on or about August 8, 2022 shall be in force and effect unless sooner terminated as provided herein or as provided by law. In any event, this Agreement will terminate on the tenth (10<sup>th</sup>) anniversary of the Effective Date.
- B. Notwithstanding the preceding paragraph, (i) the County and/or the Sheriff may terminate this Agreement as to any City that is in material breach of this Agreement and fails to cure such breach not later than thirty (30) days after written notice which describes the breach in detail or (ii) a City may withdraw as a party to this Agreement upon not less than sixty (60) days written notice to the County and the payment of all sums due the County hereunder.

## **ARTICLE V CONSIDERATION FOR AGREEMENT**

The consideration for the services provided herein shall be paid as follows:

- A. For the Remainder of calendar year 2022, each of the Cities shall pay to the County the sum of **\$58.79** per Jail Day to house City Inmates in the Jail (the "Inmate Rate."). During the month of January during each successive year that this Agreement remains in force and effect (and prior to January billing for the Cities,) the County shall calculate any increase or decrease in the Inmate Rate for that year based upon the most current Consumer Price Index (CPI) figures available at that time. The County shall provide notice as early as practicable during January of the recalculated Inmate Rate for the ensuing year.
- B. The Inmate Rate shall accrue upon the Sheriff taking custody of a City Detainee or City Inmate and shall apply without regard to the fact the City Detainee or City Inmate is released prior to the end of the Jail Day in which the City Detainee or City Inmate was booked into the Jail. Notwithstanding any other provision contained herein, a minimum of one (1) day at the then-applicable Inmate Rate shall accrue for any City Detainee or City Inmate booked into the Jail and accepted into the custody of the Sheriff.
- C. A City shall not be charged the Inmate Rate for (i) a City Detainee or City Inmate who is concurrently a Non-City Detainee or Non-City Inmate, or (ii) a City Detainee or City Inmate who remains incarcerated after serving the sentence imposed by a Municipal Court due to state or other non-City charges.
- D. The responsible City shall pay the Sheriff a fee for processing and accounting for any appearance or other bonds, cash, or property bonds given for the release from the Jail of a City Inmate in the amount of \$5.00 for each processed bond. The responsible city shall retrieve from the Sheriff any bond proceeds and any related court or other documents not less than weekly.
- E. The Cities shall all continue to assess, collect, and remit to the County, in addition to the Inmate Rate, the 10% Jail fee fund permitted by State law.
- F. To the extent practicable with respect to space and personnel allocation and other court schedules, the Sheriff expects that ordinarily the Jail would be able to accommodate remote proceedings via computer for City Detainees and City Inmates.
- G. The County will provide each City an itemized monthly invoice no later than the fifth day of the following month. The amount invoiced shall be payable no later than fifteen (15) days after the invoice delivery date and shall be accompanied by a written statement of any disputed charges or other claims for credit by the City. The disputing City and the County will attempt to resolve the disputed charges or other claims for credit prior to the issuance of the next invoice. If the disputing City and the County cannot resolve the disputed charges or other claims for credit prior to the due date of the next invoice, then the disputed amount shall be escrowed with the disputing City Attorney's trust account until resolved.

## **ARTICLE VI**

## MISCELLANEOUS

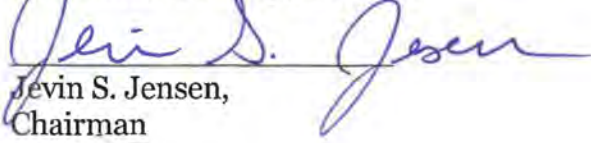
- A. Any party to this Agreement shall have the right to terminate this Agreement for an uncured material breach by serving thirty (30) days written notice upon all other parties hereto. Provided, however, if the party desiring to terminate is a City, then such action shall be deemed a withdrawal from this Agreement by the City and this Agreement shall continue with the remaining parties.
- B. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
- C. This Agreement may not be assigned by either party hereto without written agreement signed by all parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
- D. The captions used in this agreement are inserted for convenience only and shall not constitute a part hereof.
- E. No waiver by either party of any default by the other party in the performance of any provision of this agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.
- F. This agreement shall be governed and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this agreement as of the day and year first above written.

**Whitfield County, Georgia**

By: Scott Chitwood  
Scott Chitwood, Whitfield County Sheriff

**Whitfield County, Georgia**


  
Jevin S. Jensen,  
Chairman

Attest:

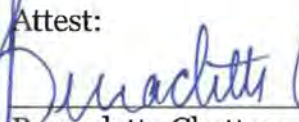
  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**


  
David Pennington III,  
Mayor

Attest:


  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**

  
Ron Shinnick,  
Mayor


Attest:

  
Pamela Shinnick  
City Clerk  
(SEAL)





**City of Tunnel Hill, Georgia**

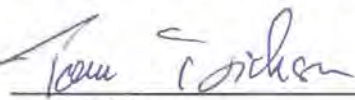
  
\_\_\_\_\_  
Kenny Gowin,  
Mayor

Attest:

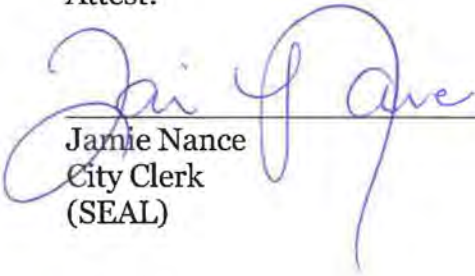
  
\_\_\_\_\_  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

  
\_\_\_\_\_  
Tom Dickson,  
Mayor

Attest:

  
\_\_\_\_\_  
Jamie Nance  
City Clerk  
(SEAL)





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: **Whitfield**

Service: **Water Service**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.): **Dalton Utilities**
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	User Fees
City of Dalton	User Fees
City of Tunnel Hill	User Fees
City of Varnell	User Fees
Town of Cohutta	User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The parties additionally agree that the expansion of water service into unincorporated areas of the municipalities other than the City of Dalton shall be subject to the adoption of separate intergovernmental agreements at the time of any such project. Water service is funded through rates.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Tunnel Hill City of Varnell, Town of Cohutta	October 20, 2022 until Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Robert Sivick**  
 Phone number: **706-275-7500**      Date completed: 10/9/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC UTILITIES  
**WATER SERVICE**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Water Service** within Whitfield County:

**WITNESSETH**

**1. Description of Current Service Delivery Arrangements.**

The provision of water services by Whitfield County or any municipality within its corporate limits is discretionary. To meet the needs of its citizens, the City of Dalton, in 1873, took the first steps to create a water works system, by local act of the Georgia Legislature. The City of Dalton, in 1913, by an act of the Georgia General Assembly, reorganized its utility division by creating the Board of Water, Light and Sinking Fund Commissioners, which is the governing body that presently operates the utilities of the City of Dalton. This Board and its operating entity (hereinafter "Dalton Utilities") presently provide gas, electric, water and sewer services to the City of Dalton, Certain unincorporated portions of Murray, Gordon, and Floyd counties. Other than the provision of utility services through Whitfield County to certain areas in the county, neither Whitfield County nor any of the other municipalities within its borders own, operate, or provide water, sewer, gas or electric services to their citizens. Sufficient electrical service has been provided to all county residents by Dalton Utilities, North Georgia Electric Membership Corporation and Georgia Power Company. The demands of the county and municipalities other than Dalton for potable water and sewage treatment have been satisfied by the drilling of wells and installation of individual septic systems.

With the growth of the entire county and its municipalities, greater demand has been made upon the area's natural resources. Lands ideal for installation and operation of wells and septic systems having been substantially developed, the development of less suitable lands has resulted in a growing need for the expansion of water through Whitfield County.

On September 14, 1998, as a result of detailed negotiation, the Board of Water, Light and Sinking Fund Commissioners entered into a Utility Service Agreement with Whitfield County. The Agreement reflects the commitment of Dalton Utilities to provide potable water throughout Whitfield County, as agreed upon between Dalton Utilities and Whitfield County. The Agreement reflects the commitment of Dalton Utilities to provide potable water throughout Whitfield County, as agreed upon between Dalton Utilities and Whitfield County. The method of payment for the capital improvements is described therein and is viewed as beneficial to all parties involved. The Agreement having been negotiated and entered into subsequent to the passage of House Bill 489, the Agreement incorporates a goal of said law in assuring water rates which are based on the cost of providing the services, and not on arbitrary standards.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. In order to further serve those above stated goals, the parties additionally agree that the expansion of water service into unincorporated areas of the municipalities other than the City of Dalton shall be subject to the adoption of separate intergovernmental agreements at the time of any such project. The parties agree that water service shall be funded through rates.


Further, the parties hereto agree that no duplication exists in the provision of water service within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.


**-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-**

**Whitfield County, Georgia**

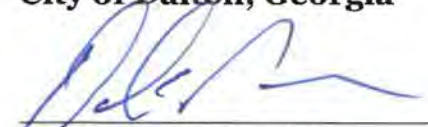
  
Jevin S. Jensen,  
Chairman



Attest:

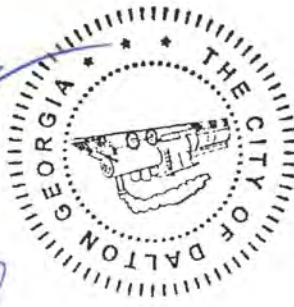
  
Blanca Cardona,  
County Clerk  
(SEAL)

**City of Dalton, Georgia**


  
David Pennington III,  
Mayor

Attest:

  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
Ron Shinnick,  
Mayor

Attest:

  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

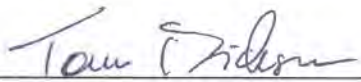
  
Kenny Gowin,  
Mayor

**Attest:**

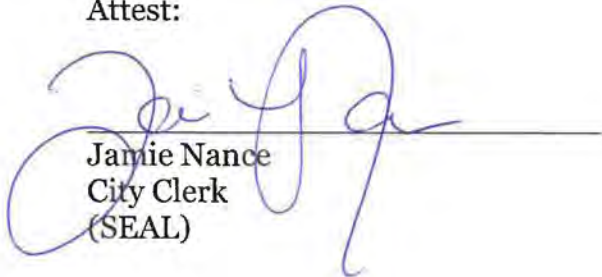
  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

  
Tom Dickson,  
Mayor

**Attest:**

  
Jamie Nance  
City Clerk  
(SEAL)





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: Whitfield**

**Service: Airport Facilities**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **City of Dalton**
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	No Expenditures
City of Dalton	General Fund & Fees
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
Town of Cohutta	No Expenditures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Change in DCA Form

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County	October 20, 2022
	City of Dalton, City of Varnell, Town of Cohutta,	Until modified by parties
	City of Tunnel Hill	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Robert Sivick**  
 Phone number: **706-275-7500**      Date completed: 10/7/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC WORKS  
**AIRPORT FACILITIES**  
SERVICE DELIVERY AGREEMENT

---

20<sup>TH</sup> THIS SERVICE DELIVERY AGREEMENT, is made and entered into this day of October, 2022, by and among Whitfield County, Georgia, a body politic and political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia (hereinafter referred to as the "County"), and the City of Dalton, the City of Tunnel Hill, the City of Varnell, and the Town of Cohutta, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia (hereinafter referred to as "the Cities" and individually as "City" or "Town");

**WHEREAS**, OCGA §§ 36-70-20 through 36-70-28, mandate that Whitfield County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS**, OCGA § 36-70-24(1), mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS**, OCGA § 36-70-25, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in the Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Airport Facilities within Whitfield County:

**WITNESSETH**

**1. Description of Current Service Delivery Arrangements**

The City of Dalton is the sole provider of airport service within Whitfield County. The City of Dalton provides this service through the Dalton Airport Authority, which the City of Dalton established in January, 1987. The City of Dalton appoints a five (5) member Board of Directors to oversee the operations of the Airport Authority.

The Dalton Airport Authority's purposes are, without limitation, the control, operation, and general management of existing airports and landing fields which the City of Dalton now owns, or may acquire and/or develop in the future.

## **2. Future Service Delivery Strategy**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of airport service to Whitfield County, as the City of Dalton is the sole provider of said service.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.


**-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-**

**Whitfield County, Georgia**

  
Jevin S. Jensen,  
Chairman



Attest:

  
Blanca Cardona,  
County Clerk  
(SEAL)

**City of Dalton, Georgia**


  
David Pennington III,  
Mayor

Attest:

  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**

  
Ron Shinnick,  
Mayor

Attest:

  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

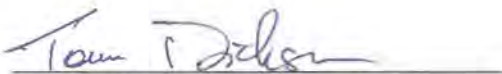
  
Kenny Gowin,  
Mayor

**Attest:**

  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

  
Tom Dickson,  
Mayor

**Attest:**

  
Jamie Nance  
City Clerk  
(SEAL)





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:** Whitfield County

**Service:** Emergency Rescue and First Responder Services

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):  
Whitfield County, City of Dalton

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	Special Tax District
City of Dalton	General Fund
City of Tunnel Hill	No expenditures
City of Varnell	No expenditures
Town of Cohutta	No expenditures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Special Tax District was created in 2013 to fund this service for unincorporated Whitfield County

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell	October 20, 2022 until
	City of Tunnel Hill, Town of Cohutta	Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Robert Sivick, County Administrator**  
 Phone number: **706-275-7500**      Date completed: 10/11/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC HEALTH AND WELFARE  
**EMERGENCY RESCUE AND FIRST RESPONDER  
SERVICES**  
SERVICE DELIVERY AGREEMENT

---

<sup>20<sup>TH</sup></sup> **THIS SERVICE DELIVERY AGREEMENT**, is made and entered into this day of October, 2022, by and among Whitfield County, Georgia, a body politic and political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia (hereinafter referred to as the “County”), and the City of Dalton, the City of Tunnel Hill, the City of Varnell, and the Town of Cohutta, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia (hereinafter referred to as “the Cities” and individually as “City” or “Town”;

**WHEREAS**, OCGA §§ 36-70-20 through 36-70-28, mandate that Whitfield County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS**, OCGA § 36-70-24(1), mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS**, OCGA § 36-70-25, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in the Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Emergency Rescue and First Responder Services within Whitfield County:

**WITNESSETH**

**1. Description of Current Service Delivery Arrangements**

The City of Dalton provides first responder services, as defined in NFPA 1710, solely within the corporate limits of the City of Dalton, while Whitfield County provides such first responder services to the unincorporated areas of Whitfield County, to the City of Tunnel Hill, to the City of Varnell, and to the Town of Cohutta.

First responder services are limited to the dispatch of trained personnel to the site of an accident or other emergency. Said trained personnel do not transport injured individuals from the site of such an accident or emergency, as their role is specifically



geared to stabilizing such injured individuals until an ambulance and/or other emergency rescue personnel arrive on the scene. Thus, first responder services enhance, rather than duplicating, the emergency rescue services which Whitfield County provides on a county-wide basis.

No duplication exists in the delivery of emergency rescue and first responder services within Whitfield County, as Whitfield County and the City of Dalton provide first responder service solely within the non-overlapping geographical boundaries described above.

Whitfield County is also a signatory of and subject to the Georgia Emergency Management Agency-Homeland Security (GEMA-Homeland Security) Statewide Mutual Aid and Assistance Agreement. The purpose behind this agreement is to provide mutual assistance between counties and other entities participating in the agreement in the event of a declared emergency or disaster.

Finally, on March 9, 2020, Whitfield County and the cities within the county signed the Automatic Aid for Fire Services and First Response, which also related to this section of the agreement.

## **2. Future Service Delivery Strategy**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of Ambulance, Emergency Rescue, and First Responder Services to Whitfield County, for the reasons described above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-**

**Whitfield County, Georgia**

*Jevin S. Jensen*

Jevin S. Jensen,  
Chairman



Attest:

*Blanca Cardona*

Blanca Cardona,  
County Clerk  
(SEAL)

**City of Dalton, Georgia**

*David Pennington III*

David Pennington III,  
Mayor

Attest:

*Bernadette Chattam*

Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**

*Ron Shinnick*

Ron Shinnick,  
Mayor

Attest:

*Pamela Shinnick*

Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**



Kenny Gowin,  
Mayor

**Attest:**



Melinda Griffin

City Clerk

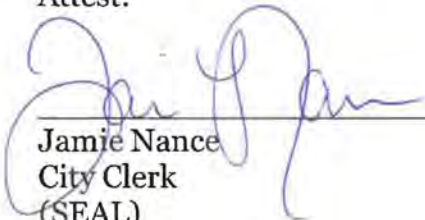


**City of Varnell, Georgia**



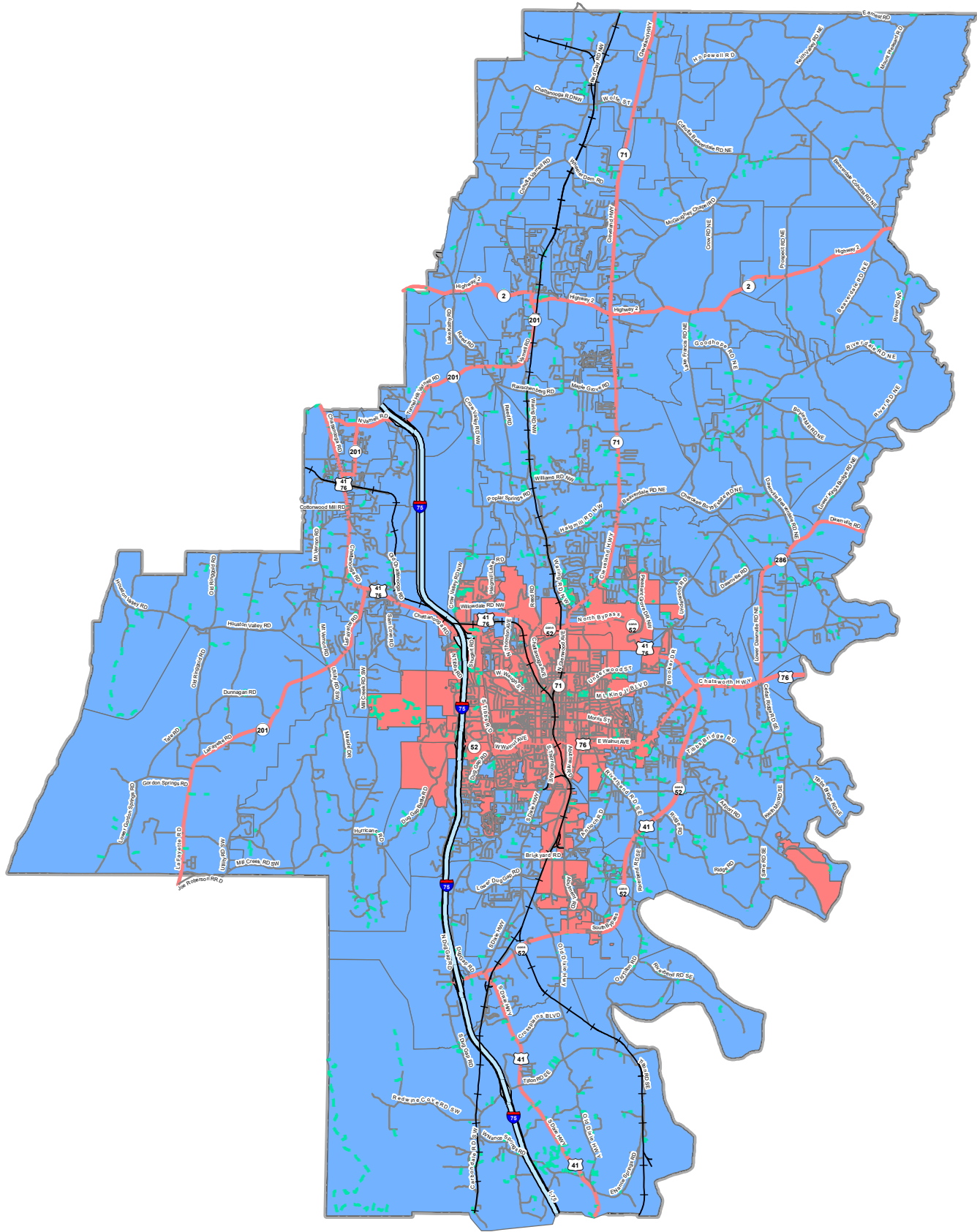
Tom Dickson,  
Mayor

**Attest:**



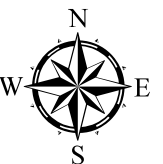
Jamie Nance  
City Clerk  
(SEAL)





- Legend**
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private
  - SGA First Response Areas**
  - City of Dalton
  - Whitfield County

# SGA Emergency Rescue and First Responders Service Areas



1 inch = 3 miles

Date: 3/9/2023



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:** Whitfield

**Service:** Solid Waste Disposal

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Dalton/Whitfield Regional Solid Waste Management Authority, City of Dalton, City of Varnell, Town of Cohutta**
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	Enterprise Fund
City of Dalton	Enterprise Fund
City of Varnell	General Fund
City of Tunnel Hill	No Expenditures
Town of Cohutta	General Fund
Solid Waste Authority	User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The Cities of Dalton and Varnell and the Town of Cohutta each offer their citizens curbside garbage pickup within their jurisdictional limits. After retrieval, the garbage is then conveyed to the Old Dixie Highway Landfill or, sometimes to the McGaughey Chapel Transfer Station in the cases of the City of Varnell and the Town of Cohutta. In consideration of the current LOST distribution executed August 8, 2022, Whitfield County does not presently charge either Varnell or Cohutta when such municipal waste is deposited at the McGaughey Chapel Transfer Station.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Tunnel Hill, City of Varnell	October 20, 2022 until
	City of Dalton, Town of Cohutta	Modified by Parties
	Solid Waste Authority	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: Robert Sivick, County Administrator  
 Phone number: 706-275-7500      Date completed: 10/11/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC WORKS  
**SOLID WASTE DISPOSAL  
SERVICE DELIVERY AGREEMENT**

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS**, §§ 36-7-20 through 36-70-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County; and

**WHEREAS**, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS**, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County on terms more particularly described in said Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named entities, in consideration of the mutual covenants and promises, contained herein, agree as follows concerning the provision of **Solid Waste Disposal** within Whitfield County:

**WITNESSETH**

1. **Description of current Service Delivery Arrangements.**

In 1994 the City of Dalton and Whitfield County, each responding to the continued population and industrial growth of Whitfield County and its municipalities, created a regional solid waste management authority pursuant to the provisions of the **REGIONAL SOLID WASTE MANAGEMENT AUTHORITIES ACT** (O.C.G.A. §12-8-50 et seq). On November 22, 1994 the City of Dalton and Whitfield County completed the formation and activated the **Dalton/Whitfield Regional Solid Waste Management Authority** (hereinafter the "Authority.") The Authority is managed by a Board of Directors and has been reauthorized and extended through December 31, 2035.

The purpose of the Authority is to plan, manage and provide financing for Solid Waste Management needs of all residents of Whitfield County, individual, corporate, and governmental. The Authority is responsible for operating solid waste management activities for the benefit of the entire county. In addition, the Authority is responsible for planning and engaging in developmental services for future land use as well as closure activities of landfills as the same are filled. The Authority charges users of its services a reasonable and objective fee, applicable to all Whitfield County residents, both individuals and corporate, on an objective and non-discriminatory basis. The City of Dalton and Whitfield County are contingently responsible for any Authority costs not covered by Authority income. The Authority is responsible for its own employees, leasing them from the City of Dalton.

The Authority owns and operates the Old Dixie Highway Landfill, which is the main solid waste landfill within Whitfield County, where it charges all customers, individual, corporate, and governmental, a tipping fee, but allows residents to drop off household garbage and recycling. Additionally, the Authority owns and operates three (3) convenience centers for Whitfield County residents to bring household garbage and recycling.

Whitfield County pays the tipping fees for household garbage deposited by citizens at the convenience centers. Citizens themselves pay a transportation fee for dumping bulky items or remodeling items, and the like, at the convenience centers.

The Cities of Dalton and Varnell and the Town of Cohutta each offer their citizens curbside garbage pickup within their jurisdictional limits. After retrieval, the garbage is then conveyed to the Old Dixie Highway Landfill or, sometimes to the McGaughey Chapel Transfer Station in the cases of the City of Varnell and the Town of Cohutta. In consideration of the current LOST distribution executed August 8, 2022, Whitfield County does not presently charge either Varnell or Cohutta when such municipal waste is deposited at the McGaughey Chapel Transfer Station.

To the extent any local government transfers waste at the South Dixie Landfill, it shall be responsible for all costs of conveyance and all tipping fees.

## 2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Further, the parties hereto agree that no duplication exists in the provision of solid waste disposal services, as the City of Dalton is the sole provider of said service, only within the corporate limits of the City of Dalton.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.




IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**Whitfield County, Georgia**

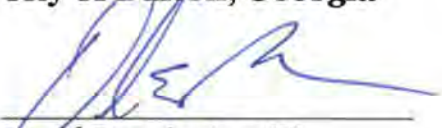
  
\_\_\_\_\_  
Jeyn S. Jensen,  
Chairman



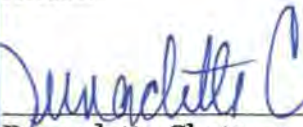
Attest:

  
\_\_\_\_\_  
Blanca Cardona,  
County Clerk  
(SEAL)

**City of Dalton, Georgia**

  
\_\_\_\_\_  
David Pennington III,  
Mayor

Attest:

  
\_\_\_\_\_  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**



Ron Shinnick,  
Mayor

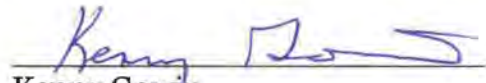
Attest:



Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**



Kenny Gowm,  
Mayor

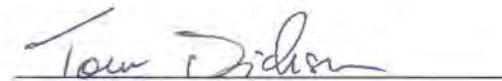
Attest:



Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**



Tom Dickson,  
Mayor

Attest:



Jamie Nance  
City Clerk  
(SEAL)





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:**Whitfield

**Service:** Senior Citizen Center Services

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Whitfield County**
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund, State and Federal Grants, SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Beginning January 1, 2023 Whitfield County shall provide Senior Citizen Services Countywide. The City of Dalton shall reimburse all SPLOST funds for the Senior Center to Whitfield County for capital improvements.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell City of Tunnel Hill, Town of Cohutta	October 20, 2022 until Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: Robert Sivick, County Administrator  
Phone number: 706-275-7500      Date completed: 10/9/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

CULTURE & RECREATION  
**SENIOR CITIZEN CENTER SERVICES**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this <sup>20<sup>TH</sup></sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS**, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS**, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS**, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section; and

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Senior Citizen Center Services** within Whitfield County:

**WITNESSETH**

**1. Description of Current Service Delivery Arrangements.**

Currently for 2022, the City of Dalton owns the real property upon which the Dalton-Whitfield County Senior Center is located and all staff are City employees. The City of Dalton and Whitfield County each contribute one-half (1/2) toward operating costs.

Commencing January 1, 2023, and for so long as the LOST Certificate approved by the parties on August 8, 2022, shall remain in force and effect, Whitfield County shall provide Senior Citizen Center services countywide. The City of Dalton shall convey the real property to the county and all furniture, fixtures and equipment. Whitfield County shall fund such services from its General Fund or any available grant or other governmental sources. All parties agree that, effective January 1, 2023, Whitfield County shall dissolve the Special Tax District created for purposes of funding Whitfield County's present one-half share of the operating costs therefor.

Additionally, the City of Dalton shall reimburse all SPLOST funds for the Senior Center to Whitfield County control, for capital improvements.

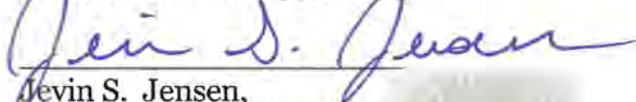
**2. Future Service Delivery Strategy.**

The parties hereto agree that such service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

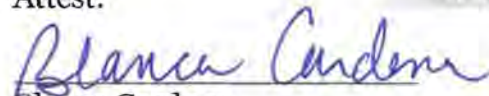
**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**Whitfield County, Georgia**


  
Jevin S. Jensen,  
Chairman



Attest:

  
Blanca Cardona,  
County Clerk  
(SEAL)

**City of Dalton, Georgia**

  
David Pennington III,  
Mayor

Attest:

  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**

*Ron Shinnick*

Ron Shinnick,  
Mayor

Attest:

*Pamela Shinnick*

Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

*Kenny Gowin*

Kenny Gowin,  
Mayor

Attest:

*Melinda Griffin*

Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

*Tom Dickson*

Tom Dickson,  
Mayor

Attest:

*Jamie Nance*

Jamie Nance  
City Clerk  
(SEAL)





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:**Whitfield County

**Service:**Sewer Service

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Dalton Utilities**
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund, User Fees, SPLOST on project by project basis, State & Federal Grants
City of Dalton	General Fund, User Fees, SPLOST on project by project basis, State & Federal Grants
City of Tunnel Hill	General Fund, User Fees, SPLOST on project by project basis, State & Federal Grants
City of Varnell	General Fund, User Fees, SPLOST on project by project basis, State & Federal Grants
Town of Cohutta	General Fund, User Fees, SPLOST on project by project basis, State & Federal Grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Sewer expansion projects in unincorporated areas of Whitfield County, or the City of Tunnel Hill, City of Varnell or the Town of Cohutta will require separate intergovernmental contracts at the time of the project.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Tunnel Hill City of Varnell, Town of Cohutta	October 20, 2022 until Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Robert Sivick**

Phone number: **706-275-7500**      Date completed: 10/9/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC UTILITIES  
**SEWER SERVICE**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the “County”), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the “Cities” and individually as a “City” or “Town.”)

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE,** we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Sewer Service** within Whitfield County:

**WITNESSETH**

**1. Description of Current Service Delivery Arrangements.**

The provision of sewer services in Whitfield County and its municipalities will be provided by the City of Dalton through Dalton Utilities. To meet the needs of its citizens, the City of Dalton, in 1873, took the first steps to create a sewer works system, by local act of the Georgia Legislature. The City of Dalton, in 1913, by an act of the Georgia General Assembly, reorganized its utility division by creating the Board of Water, Light and Sinking Fund Commissioners, which is the governing body that presently operates the utilities of the City of Dalton. This Board and its operating entity (hereinafter “Dalton Utilities”) presently provide gas, electric, water and sewer services to the City of Dalton, Certain unincorporated portions of Murray, Gordon, and Floyd counties. Other than the provision of utility services through Whitfield County to certain areas in the county, neither Whitfield County nor any of the other municipalities within its borders own, operate, or provide water, sewer, gas or electric services to their citizens. Sufficient electrical service has been provided to all county residents by Dalton Utilities, North Georgia Electric Membership Corporation and Georgia Power Company. The demands of the county and municipalities other than Dalton for potable water and sewage treatment have been satisfied by the drilling of wells and installation of individual septic systems.

With the growth of the entire county and its municipalities, greater demand has been made upon the area's natural resources. Lands ideal for installation and operation of wells and septic systems having been substantially developed, the development of less suitable lands has resulted in a growing need for the expansion of water through Whitfield County.

The County and its municipalities jointly developed the future land use plan. This land use plan and amendments thereto shall be of main consideration in developing a wastewater master plan and amendments thereto detailing the collection and treatment strategy to support future development patterns.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. In order to further serve those above stated goals, the parties additionally agree that the expansion of sewer service into unincorporated areas of the municipalities other than the City of Dalton shall be subject to the adoption of separate intergovernmental agreements at the time of any such project. The parties agree that sewer service shall be funded through rates.

Further, the parties hereto agree that no duplication exists in the provision of sewer service within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-**

**Whitfield County, Georgia**

Jevin S. Jensen  
Jevin S. Jensen,  
Chairman

Attest:

Blanca Cardona  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**

David Pennington III  
David Pennington III,  
Mayor

Attest:

Bernadette Chattam  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**

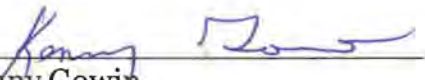
Ron Shinnick  
Ron Shinnick,  
Mayor

Attest:

Pamela Shinnick  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**


  
Kenny Gowin,  
Mayor

**Attest:**

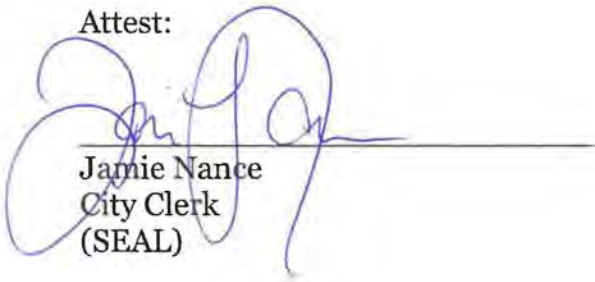
  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

  
Tom Dickson,  
Mayor

**Attest:**

  
Jamie Nance  
City Clerk  
(SEAL)





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:Whitfield

Service:Recreation Facilities and Programs

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):  
 Whitfield County, City of Dalton

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund, User Fees
City of Dalton	General Fund
City of Tunnel Hill	No Expenditures
City of Varnell	No Expenditures
Town of Cohutta	No Expenditures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Whitfield County provides recreational facilities and programs through the Whitfield County Recreation Department, which exists under the jurisdiction and oversight of the Whitfield County Board of Commissioners, not the Whitfield County Recreation Commission.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell	October 20, 2022 until
	City of Tunnel Hill, Town of Cohutta	Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: Robert Sivick, County Administrator  
 Phone number: 706-275-7500      Date completed: 10/11/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

CULTURE & RECREATION  
**RECREATION FACILITIES AND PROGRAMS**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE,** we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Recreation Service within Whitfield County:

**WITNESSETH**

**1. Description of Current Service Delivery Arrangements.**

Whitfield County, the City of Dalton, the City of Tunnel Hill, the Town of Cohutta, and the City of Varnell strive to achieve a high level of cooperation and coordination in their provision of recreational facilities and/or programs to the residents of Whitfield County. All five local governments share the primary objective to efficiently provide the widest variety of recreational opportunities to any resident of Whitfield County who wishes to take advantage of those opportunities regardless of actual residency location within Whitfield County.

While each of the five governments of and within Whitfield County may provide some similar recreational facilities and/or programs, this service delivery strategy does not involve any duplication of facilities and/or programs when considered in the context of the primary objective expressed above inasmuch as any overlap results in higher levels of service to the public. The local governments in Whitfield County which provide



recreational facilities have located those facilities within distinct areas with non-overlapping boundaries. To the extent that these local governments fund the construction and/or maintenance of such facilities outside of these boundaries, such funding constitutes a part of a joint venture with the other local government(s) of Whitfield County to provide a unique facility. One such facility is the Miracle Field and park area designed for athletic events for special needs children and youth. Another is the City of Dalton's Knob North public golf course attracting players from throughout the region.

The City of Dalton provides leisure services to their residents through recreational facilities, hiking trails, neighborhood pocket parks and unique programs including the Haig Mill lake recreation area managed by the Dalton Parks and Recreation Department. In addition the Dalton Parks and Recreation Department provides diverse youth sports opportunities, adult athletics, a variety of instructional classes, swimming instruction, days camps, therapeutic programs for persons with learning and physical challenges, and four (4) community events per year. The Dalton Parks and Recreation Department holds its events open to all residents of Whitfield County. This is not duplicative because doing so provides a wider range of recreation options to all residents of Whitfield County and reduces the burden for providing recreation facilities and programs on all other jurisdictions.

The Dalton Parks and Recreation Department exists under the jurisdiction and oversight of the Mayor and Council. Additional oversight and policy setting is provided through the Dalton Parks and Recreation Commission Board of five (5) members that reside within the City of Dalton and whom the Mayor and Council of the City of Dalton appoint.

Whitfield County provides recreational facilities and programs through the Whitfield County Recreation Department, which exists under the jurisdiction and oversight of the Whitfield County Board of Commissioners. The Whitfield County Recreation Department conducts the daily maintenance and operations of recreational facilities and programs which Whitfield County provides.

The Whitfield County Recreational Department (hereinafter referenced as "WCRD") provides recreational facilities in the ten (10) Whitfield County Elementary School Districts, all of which are located outside of the corporate limits of the City of Dalton, and which include the City of Tunnel Hill, the Town of Cohutta, and the City of Varnell. In close cooperation with the Whitfield County School Board, WCRD has located many recreational facilities on campuses of Whitfield County schools, to aid in the efforts to provide accessible leisure opportunities and recreation facilities for students and residents.

In addition to the parks and athletic facilities which WCRD maintains throughout the county, WCRD directs the administration and operations of their youth and adult athletic programs for county residents.

## **2. Future Service Delivery Strategy.**

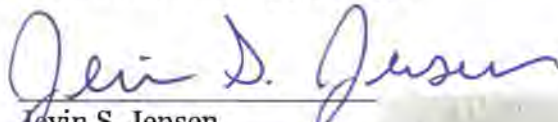
The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of recreational facilities and programs to Whitfield County's residents, as each local government within Whitfield County provides facilities and programs within distinct, nonoverlapping boundaries, while coordinating with other local governments to supplement and augment recreational facilities and programs outside of those boundaries.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.


**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**Whitfield County, Georgia**


  
Kevin S. Jensen,  
Chairman



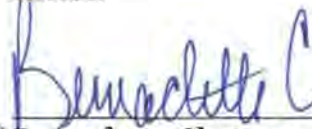
Attest:

  
Blanca Cardona,  
County Clerk  
(SEAL)

**City of Dalton, Georgia**

  
David Pennington III,  
Mayor

Attest:

  
Bernadette Chattam,  
City Clerk  
(SEAL)

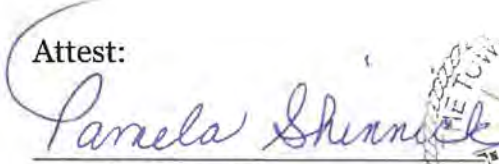


**Town of Cohutta, Georgia**



Ron Shinnick,  
Mayor

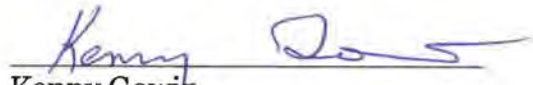
Attest:



Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**



Kenny Gowin,  
Mayor

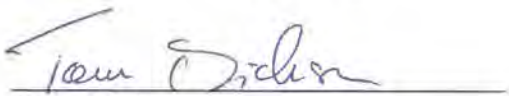
Attest:



Melinda Griffin  
City Clerk  
(SEAL)

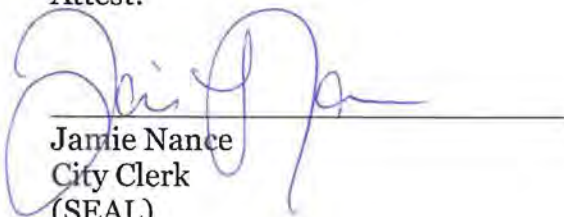


**City of Varnell, Georgia**



Tom Dickson,  
Mayor

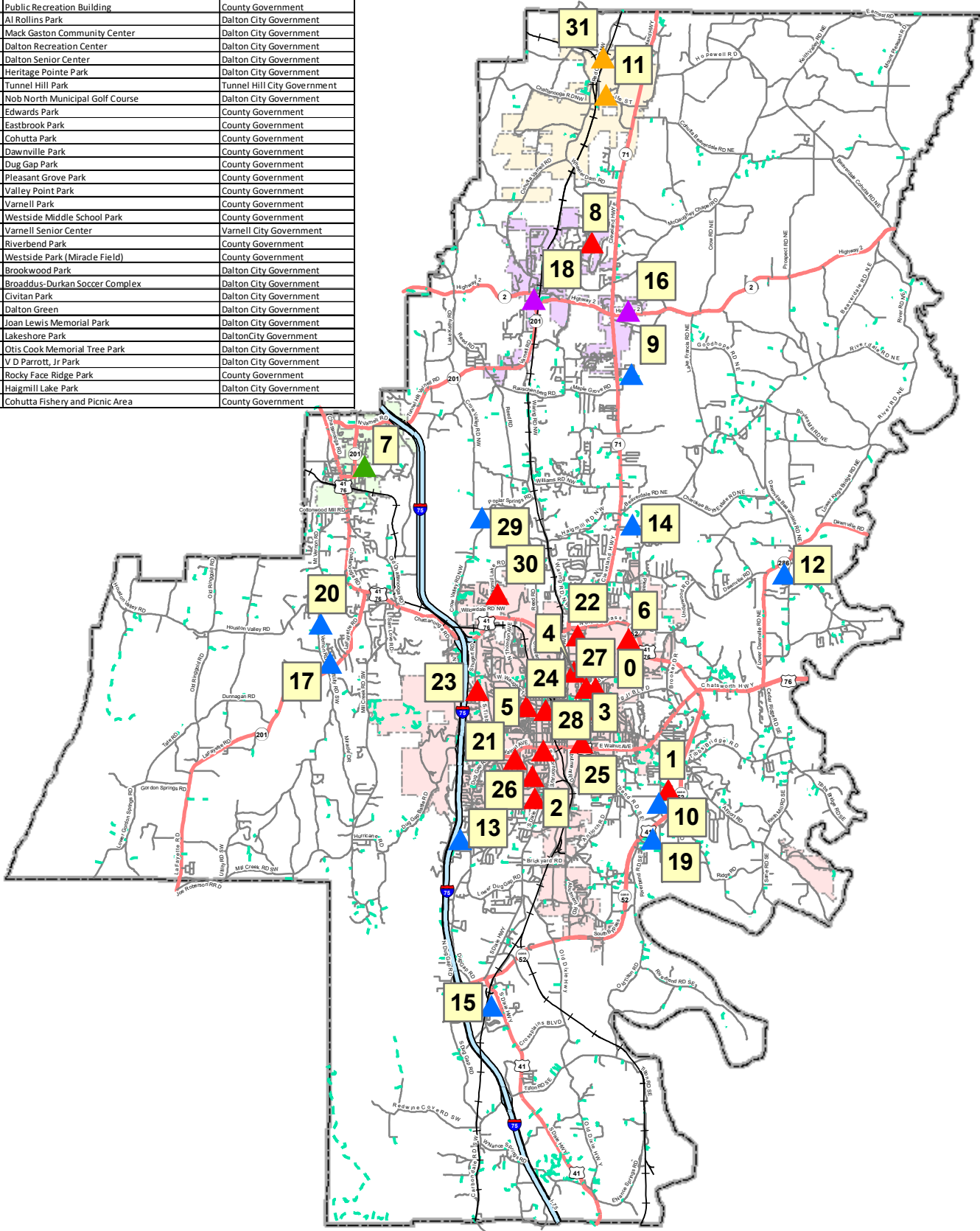
Attest:



Jamie Nance  
City Clerk  
(SEAL)



ID	Name	Type
0	The Boys & Girls Club of Dalton/Whitfield County	Dalton City School
1	Public Recreation Building	County Government
2	Al Rollins Park	Dalton City Government
3	Mack Gaston Community Center	Dalton City Government
4	Dalton Recreation Center	Dalton City Government
5	Dalton Senior Center	Dalton City Government
6	Heritage Pointe Park	Dalton City Government
7	Tunnel Hill Park	Tunnel Hill City Government
8	Nob North Municipal Golf Course	Dalton City Government
9	Edwards Park	County Government
10	Eastbrook Park	County Government
11	Cohutta Park	County Government
12	Dawnville Park	County Government
13	Dug Gap Park	County Government
14	Pleasant Grove Park	County Government
15	Valley Point Park	County Government
16	Varnell Park	County Government
17	Westside Middle School Park	County Government
18	Varnell Senior Center	Varnell City Government
19	Riverbend Park	County Government
20	Westside Park (Mirade Field)	County Government
21	Brookwood Park	Dalton City Government
22	Broadbus-Durkan Soccer Complex	Dalton City Government
23	Civitan Park	Dalton City Government
24	Dalton Green	Dalton City Government
25	Joan Lewis Memorial Park	Dalton City Government
26	Lakeshore Park	Dalton City Government
27	Otis Cook Memorial Tree Park	Dalton City Government
28	V D Parrott, Jr Park	Dalton City Government
29	Rocky Face Ridge Park	County Government
30	Haigmill Lake Park	Dalton City Government
31	Cohutta Fishery and Picnic Area	County Government



# SGA Recreational Facilities

- Legend
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private
  - Cohutta
  - Dalton
  - Tunnel Hill
  - Varnell
- Recreation Facilities**
- ▲ Dalton
  - ▲ Cohutta
  - ▲ Whitfield County
  - ▲ Tunnel Hill
  - ▲ Varnell



1 inch = 3 miles  
Date: 3/9/2023



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: Whitfield**

**Service: Public Health Services**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Whitfield County**
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund, State Fund
City of Dalton	No expenditures
City of Tunnel Hill	No expenditures
City of Varnell	No Expenditures
Town of Cohutta	No expenditures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Change in DCA form

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell City of Tunnel Hill, Town of Cohutta	October 20, 2022 until Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Robert Sivick, County Administrator**  
 Phone number: **706-275-7500**      Date completed: 10/11/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

**PUBLIC HEALTH & WELFARE**  
**PUBLIC HEALTH SERVICES**  
**SERVICE DELIVERY AGREEMENT**

**THIS SERVICE DELIVERY AGREEMENT**, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

**WHEREAS, OCGA §36-7-20** through **OCGA §36-7-28** mandate that Whitfield County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA § 36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA § 36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Public Health Services** within Whitfield County:

**WITNESSETH**

**1. Description of Current Service Delivery Arrangements.**

Whitfield County is the sole provider of public health services countywide within Whitfield County through the Whitfield County Board of Health. By virtue of Georgia State law, the Whitfield County Board of Health is the legal entity which is solely responsible for providing public health services within Whitfield County.

The Whitfield County Board of Health consists of the Chief Executive Officer of the Governing Authority of the County (or appointee thereof,) the County Superintendent of Schools, a physician, nurse or dentist (whom the County Governing Authority appoints), a health consumer (whom the County Governing Authority appoints), a consumer/nurse (whom the Governing Authority of the largest municipality of the County appoints), a health consumer (whom the County Governing Authority appoints specially to represent the interests of the county's needy, underprivileged, or elderly persons), and the Chief Executive Officer of the largest municipality in the county.

The County Board of Health's Chief Executive Officer is the District Health Director. Whitfield County owns the Whitfield County Health Department Medical Access Clinic facility and provides for capital maintenance and improvements. The Whitfield County Board of Health, through its annual budget, maintains the building. Whitfield County funds the Whitfield County Board of Health annually through its General Fund.

The Whitfield County Board of Health provides its services and programs countywide, which include, but are not limited to, immunization clinics, well-child clinics, communicable disease control, dental services for qualified children, family planning services, Women, Infants, and Children (W.I.C.) Program, Parental Clinics, MedBank (low cost pharmaceuticals,) Environmental Health Services, and Health Education Programs.

No duplication exists in the delivery of public health services within Whitfield County, due to Whitfield County's status as the sole local government provider of such services in Whitfield County, by virtue of Georgia state law.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of public health services within Whitfield County, as Whitfield County is the sole local government provider of such services within Whitfield County.

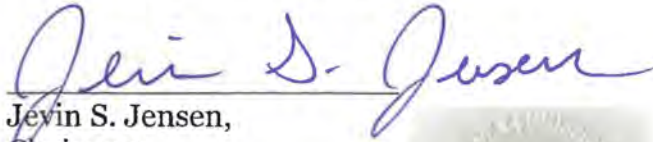
The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-**



**Whitfield County, Georgia**



Jeyin S. Jensen,  
Chairman

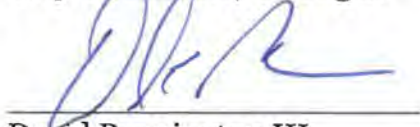


Attest:



Blanca Cardona,  
County Clerk  
(SEAL)

**City of Dalton, Georgia**



David Pennington III,  
Mayor

Attest:



Bernadette Chattam,  
City Clerk  
(SEAL)

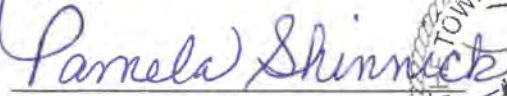


**Town of Cohutta, Georgia**



Ron Shinnick,  
Mayor


Attest:



Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**


  
Kenny Gowin,  
Mayor

**Attest:**

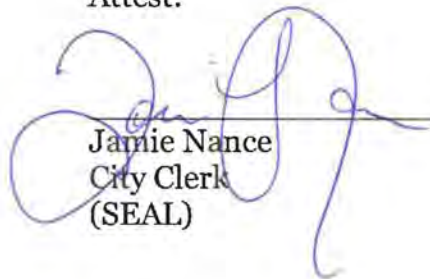
  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

  
Tom Dickson,  
Mayor

**Attest:**

  
Jamie Nance  
City Clerk  
(SEAL)





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:**Whitfield

**Service:**Law Enforcement

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Whitfield County, City of Dalton, City of Varnell, City of Tunnel Hill, Town of Cohutta**
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund
City of Dalton	General Fund
City of Varnell	General Fund
City of Tunnel Hill	General Fund
Town of Cohutta	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Change in DCA form

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Tunnel Hill City of Varnell, Town of Cohutta	October 20, 2022 until Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Robert Sivick, County Administrator**  
 Phone number: **706-275-7500**      Date completed: 10/11/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC SAFETY  
**LAW ENFORCEMENT**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Law Enforcement within Whitfield County:

**WITNESSETH**

**1. Description of Current Service Delivery Arrangements.**

The City of Dalton maintains a police force for the purpose of enhancing the safety of the persons who reside and the businesses which operate within the corporate limits of the City of Dalton. This enhancement in law enforcement services to the City of Dalton occurs due to the more intense and frequent patrolling and security checks which are possible due to the existence of a police force which operates solely within the corporate limits of the City of Dalton, and which, as a result, is capable of quicker response times to incidents within the City of Dalton than the response times of the Whitfield County Sheriff's Department to areas within the City of Dalton. The existence of the City of Dalton's police force further frees up the Whitfield County Sheriff's Department allowing it to have quicker response times in unincorporated areas of the County.

The City of Tunnel Hill, the Town of Cohutta and the City of Varnell also maintain separate police forces which operate solely within the respective corporate limits of those cities. The separate police force which each of the above-referenced municipalities maintains enhances law enforcement services in those municipalities for the same reasons the City of Dalton's police force provides an enhancement of law enforcement services as described above.

The Whitfield County Sheriff's Department, an office mandated by the Georgia Constitution, has jurisdiction to provide law enforcement services county-wide. As a matter of practicality and efficiency, however, it focuses its attention on providing law enforcement services to the unincorporated areas of Whitfield County.

No duplication exists in the delivery of law enforcement services to the residents of Whitfield County, as each law enforcement agency described above strives to work with other law enforcement agencies to provide efficient, effective, responsive, and comprehensive law enforcement services within Whitfield County. Each separate municipal police force mentioned above is limited to operating within the corporate limits of the city with which it is associated, while assisting other law enforcement agencies within Whitfield County when necessary. Each separate municipal police force within Whitfield County provides enhanced law enforcement services above those which the Whitfield County Sheriff's Department is able to provide, due to the extensive county-wide law enforcement responsibilities of the Sheriff's Department.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. However, the parties additionally agree that, considering it would serve the above stated purpose, the Whitfield County Sheriff's office may deputize officers of the various municipalities' police forces and that such deputized officers shall have arrest powers throughout the county.

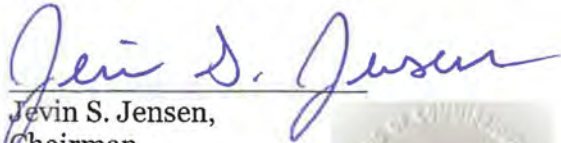
Further, the parties hereto agree that no duplication exists in the provision of law enforcement service within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.


**-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-**

**Whitfield County, Georgia**

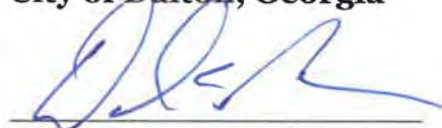
  
Jevin S. Jensen,  
Chairman



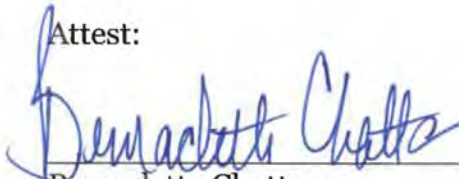
Attest:

  
Blanca Cardona,  
County Clerk  
(SEAL)

**City of Dalton, Georgia**


  
David Pennington III,  
Mayor

Attest:

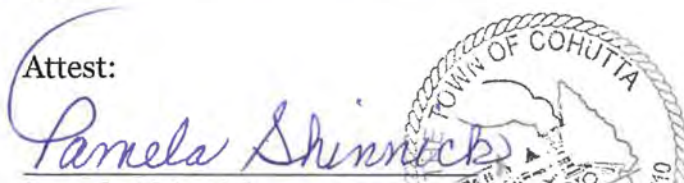
  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
Ron Shinnick,  
Mayor

Attest:


  
Pamela Shinnick  
City Clerk  
(SEAL)




**City of Tunnel Hill, Georgia**

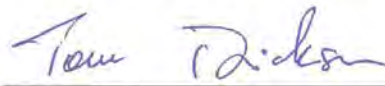
  
Kenny Gowin,  
Mayor

**Attest:**

  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

  
Tom Dickson,  
Mayor

**Attest:**

  
Jamie Nance  
City Clerk  
(SEAL)







**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:** Whitfield

**Service:** Elections Administration and Oversight

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): Whitfield County
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2. continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund
City of Dalton	General Fund
City of Tunnel Hill	General Fund
City of Varnell	General Fund
Town of Cohutta	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Change in DCA form.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell	October 20, 2022 until
	City of Tunnel Hill, Town of Cohutta	Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None.

7. Person completing form: Robert Sivick, County Administrator  
 Phone number: 706-275-7500      Date completed: 10/11/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:  
**TYPE CONTACT NAME, TITLE & PHONE HERE**

GOVERNMENT SERVICES  
**ELECTION ADMINISTRATION AND OVERSIGHT**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Election Administration and Oversight within Whitfield County:

**WITNESSETH**

**1. Description of Current Service Delivery Arrangements.**

**a. Voter Registration.**

Whitfield County is the sole provider of voter registrar services within Whitfield County. Whitfield County provides this service on a county-wide basis for all federal, state, and local elections in accordance with the Laws of the State of Georgia.

**b. Election Oversight**

Whitfield County is the sole provider of comprehensive election oversight services within Whitfield County. The Chief Judge of the Whitfield County Superior Court appoints a three (3) member **Board of Elections** which oversees and monitors all elections which are conducted in Whitfield County.

***c. Voting Machines.***

Whitfield County is the sole provider of all voting machines to all polling precincts within Whitfield County. Whitfield County has acquired all such machines from, and is required by, Georgia law and the Georgia Secretary of State's office to utilize machines specified by it for its elections. Therefore, Whitfield County is able to provide this service efficiently and effectively.

***d. Polling Places and Poll Workers.***

For each municipal election, the City of Tunnel Hill, the City of Cohutta and the City of Varnell provide polling places, while providing and compensating poll workers who monitor electoral activity at said polling places.

For each municipal election, the City of Dalton bears the responsibility of providing polling places and providing and compensating poll workers. The City of Dalton has entered into an informal agreement with Whitfield County whereby, for each of the City of Dalton's municipal elections, Whitfield County will provide and compensate poll workers, and provide polling places when the same cannot be located on property which the City of Dalton owns. The City of Dalton will reimburse Whitfield County for the cost of compensating said poll workers and providing such polling places.

For every election other than municipal elections, Whitfield County bears the sole responsibility of providing polling places and providing and compensating poll workers.

***e. Payments by Cities for Conducting City Elections***

Each City or Town shall pay \$100 per full time Elections Office employee, plus \$100 per member of the Board of Elections for conducting City Elections.

**2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of election oversight and administration to the residents of Whitfield County, as the municipalities located within Whitfield County provide components of election administration and oversight for municipal elections which are functionally distinct from the components of election administration and oversight which Whitfield County provides for all elections.

The parties hereto agree that, in consideration of the promises of each other to continue to provide election administration and oversight services at the level of service described herein, no party hereto shall act to alter or disrupt the specific service delivery arrangements described herein without first obtaining the agreement of the parties necessary for approval of the Service Delivery Strategy, as set forth in ***OCGA §36-70-25***.

**IN WITNESS WHEREOF**, we, the undersigned, have executed this Service Delivery Agreement on behalf of the above-named parties, pursuant to the authority granted to us in the resolutions by which each of said parties approved and adopted the Service Delivery Strategy, of which this Service Delivery Agreement is a part.

**-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-**

**Whitfield County, Georgia**

Jevin S. Jensen  
Jevin S. Jensen,  
Chairman

Attest:

Blanca Cardona  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**

David Pennington III  
David Pennington III,  
Mayor

Attest:

Bernadette Chattam  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


Ron Shinnick  
Ron Shinnick,  
Mayor

Attest:

Pamela Shinnick  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

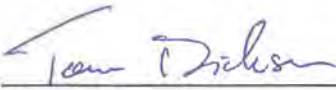
  
Kenny Gowin,  
Mayor

Attest:


  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

  
Tom Dickson,  
Mayor

Attest:

  
Jamie Nance  
City Clerk  
(SEAL)





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:**Whitfield

**Service:** INDUSTRIAL, COMMERCIAL AND MULTIFAMILY DEVELOPMENT SERVICES

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Whitfield County , City of Dalton**
  
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund
City of Dalton	General Fund
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
Town of Cohutta	No Expenditures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Replace Dalton Whitfield Chamber of Commerce with Dalton-Whitfield County Joint Development Authority ("JDA,")

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell	October 20, 2022 until
	City of Tunnel Hill, Town of Cohutta	Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: Robert Sivick, County Administrator  
 Phone number: 706-275-7500      Date completed: 10/11/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

ECONOMIC DEVELOPMENT  
**INDUSTRIAL, COMMERCIAL AND MULTI-FAMILY  
DEVELOPMENT SERVICES**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-7-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Industrial, Commercial and Multi-Family Development** within Whitfield County:

**WITNESSETH**

**1. Description of Current Service Delivery Arrangements.**

The City of Dalton and Whitfield County are the only local governments which provide industrial, commercial and multi-family economic development services within Whitfield County. The City of Dalton and Whitfield County provide these services through the Dalton-Whitfield County Joint Development Authority ("JDA,") the operations of which the City of Dalton and Whitfield County have partially funded on an equal basis. The JDA is a development authority pursuant to Georgia Law and assists in fostering and promoting economic growth and development within Whitfield County. It approves new projects and expansion projects which qualify for tax abatements pursuant to an approved matrix. The JDA may buy, sell, option and/or develop real properties in furtherance of its mission. Its Board of Directors is appointed by the City of Dalton and Whitfield County.

No duplication exists in the provision of industrial and commercial development services within Whitfield County, due to the provision of such services by a single entity, the JDA, and the clear and non-overlapping responsibilities of the City of Dalton and Whitfield County.

**2. Future Service Delivery Strategy.**

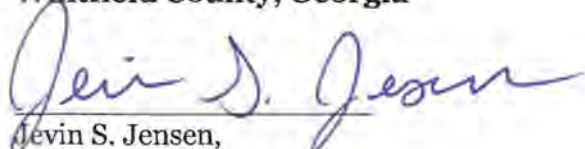
The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of industrial and commercial development services within Whitfield County, as the City of Dalton and Whitfield County are the only providers of such services within Whitfield County, and the City of Dalton and Whitfield County provide such services through a single entity, the Dalton-Whitfield Chamber of Commerce, pursuant to an agreement which clearly establishes non-overlapping funding responsibilities between them.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**Whitfield County, Georgia**

  
Jevin S. Jensen,  
Chairman

Attest:

  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**



David Pennington III,  
Mayor

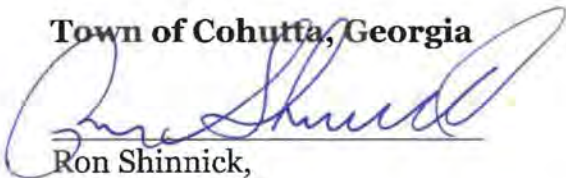
Attest:



Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**



Ron Shinnick,  
Mayor

Attest:



Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**



Kenny Gowin,  
Mayor

Attest:



Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

*Tom Dickson*

\_\_\_\_\_  
Tom Dickson,  
Mayor

Attest:

*Jamie Nance*

\_\_\_\_\_  
Jamie Nance  
City Clerk  
(SEAL)





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:**Whitfield

**Service:**Northwest Georgia Trade and Convention Center

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Northwest Georgia Trade and Convention Center Authority**
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund
City of Dalton	General Fund
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
Town of Cohutta	No Expenditures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

City of Dalton funding comes from their General Fund, not Special Revenue Fund. City of Dalton and Whitfield County Each own half real estate interest.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell	October 20, 2022 until
	City of Tunnel Hill, Town of Cohutta	Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Robert Sivick, County Administrator**  
 Phone number: **706-275-7500**      Date completed: 10/11/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

ECONOMIC DEVELOPMENT  
**NORTHWEST GEORGIA TRADE AND CONVENTION CENTER**  
SERVICE DELIVERY AGREEMENT

---

20<sup>TH</sup> **THIS SERVICE DELIVERY AGREEMENT**, is made and entered into this day of October, 2022, by and between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the Town of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

**WHEREAS**, *OCGA §§ 36-70-20 et seq.* mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS**, *OCGA § 36-70-24(1)* mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS**, *OCGA § 36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning the operation of the **Northwest Georgia Trade and Convention Center**, a facility and agency within Whitfield County as hereinafter described;

**WITNESSETH**

**1. Description of Current Service Delivery Arrangement.**

The assets of the Northwest Georgia Trade and Convention Center are vested in an entity known as the Northwest Georgia Trade and Convention Center Authority (Authority), a public body corporate and politic, and a political subdivision of the State of Georgia, having responsibility and authority to promote tourism, conventions, and trade shows in Dalton and Whitfield County, established pursuant to H. B. 1004 known as the "Northwest Georgia Trade and Convention Center Authority Act" in the 2003-2004 regular session of the Georgia General Assembly ("the Act"). The Authority exercises all powers in maintaining and operating the Northwest Georgia Trade and Convention Center though its funding is shared jointly by the City of Dalton and Whitfield County. The City of Dalton and Whitfield County Board of Commissioners each have a governing authority member on the 7 member Board and make appointments to the Board pursuant to the terms of the Act.



The Authority in conjunction with the Dalton-Whitfield County Convention and Visitors Bureau ("CVB") are the sole providers of convention and tourism services within Whitfield County. The CVB also assists in economic development in Whitfield County by serving as a source of information and assistance to conventioners and tourists who visit the area.

No duplication exists in the provision of convention and tourism promotional services within Whitfield County.

As a first-rate facility for the hosting of trade shows, conventions, and other events, the Northwest Georgia Trade and Convention Center provides a unique economic and cultural development tool for Whitfield County and the municipalities located therein, as well as the entire Northwest Georgia region.

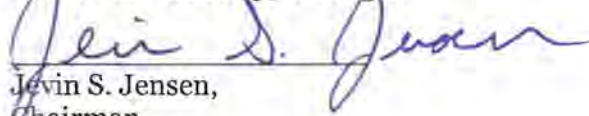
## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County.


The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**Whitfield County, Georgia**

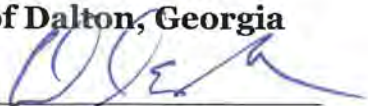
  
Jevin S. Jensen,  
Chairman

Attest:


  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**

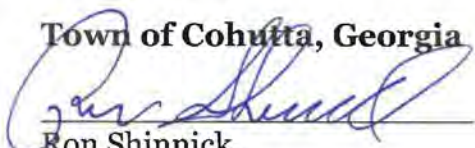
  
David Pennington III,  
Mayor

Attest:

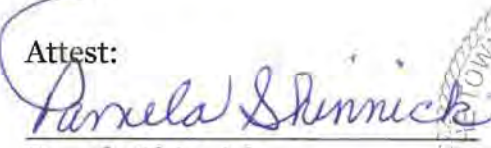
  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
Ron Shinnick,  
Mayor

Attest:


  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

  
Kenny Gowin,  
Mayor

Attest:

  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

*Tom Dickson*

\_\_\_\_\_  
Tom Dickson,  
Mayor

Attest:

*Jamie Nance*  
\_\_\_\_\_  
Jamie Nance  
City Clerk  
(SEAL)





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:**Whitfield

**Service:***Public Cemetery and Maintenance*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):  
City of Dalton, City of Varnell

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	No Expenditures
City of Dalton	Enterprise Fund
City of Tunnel Hill	No Expenditures
City of Varnell	General Fund
Town of Cohutta	No expenditures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Change in DCA form

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell City of Tunnel Hill, Town of Cohutta	October 20, 2022 until Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Robert Sivick, County Administrator**  
 Phone number: **706-275-7500**      Date completed: 10/11/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No  
 If not, provide designated contact person(s) and phone number(s) below:

CULTURE & RECREATION  
**PUBLIC CEMETERY MAINTENANCE**  
SERVICE DELIVERY AGREEMENT

---

**THIS SERVICE DELIVERY AGREEMENT**, is made and entered into this 20<sup>TH</sup> day of October, 2022, by and among Whitfield County, Georgia, a body politic and political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia (hereinafter referred to as the “County”), and the City of Dalton, the City of Tunnel Hill, the City of Varnell, and the Town of Cohutta, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia (hereinafter referred to as “the Cities” and individually as “City” or “Town”;

**WHEREAS**, OCGA §§ 36-70-20 through 36-70-28, mandate that Whitfield County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS**, OCGA § 36-70-24(1), mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS**, OCGA § 36-70-25, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in the Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning Public Cemetery Maintenance within Whitfield County:

WITNESSETH

**1. Description of Current Service Delivery Arrangements**

The City of Dalton and the City of Varnell provide public cemetery maintenance within Whitfield County. The City of Dalton provides this service on a county-wide basis, as it maintains three cemeteries (namely West Hill Cemetery and two cemeteries now closed for further burials but still maintained, Oak Hill Cemetery and Old Presbyterian Cemetery) within the corporate limits of the City of Dalton which preserves the culture and heritage of all Whitfield County residents, and which provides a final resting place for all Whitfield County residents, former residents, and their families.

The City of Varnell provides public cemetery maintenance through one cemetery located within its corporate limits. The City of Varnell's maintenance of a public cemetery within its corporate limits provides an enhancement in this service to the residents of the City of Varnell, as it enables the preservation of the particular culture and heritage of the City of Varnell's residents, while providing a final resting place for residents and former residents of the City of Varnell, as well as their families, which is closer to their homes than the City of Dalton's public cemetery.

Thus, no duplication exists in the delivery of public cemetery service within Whitfield County.

## **2. Future Service Delivery Strategy**

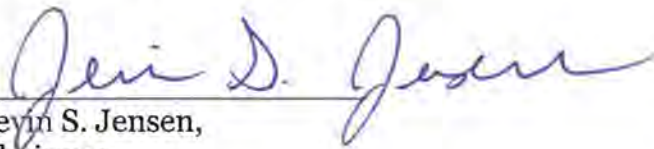
The parties hereto agree that the current service delivery arrangements described above are efficient, effective and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of Public Cemetery Maintenance to Whitfield County, as the City of Dalton and the City of Varnell are providers of said service as described above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

### **Whitfield County, Georgia**


  
\_\_\_\_\_  
Jeyin S. Jensen,  
Chairman

Attest:


  
\_\_\_\_\_  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**


  
\_\_\_\_\_  
David Pennington III,  
Mayor

Attest:

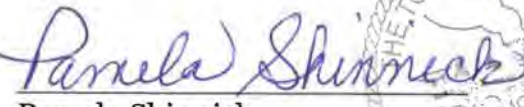
  
\_\_\_\_\_  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
\_\_\_\_\_  
Ron Shinnick,  
Mayor

Attest:


  
\_\_\_\_\_  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

  
\_\_\_\_\_  
Kenny Gowin,  
Mayor

Attest:

  
\_\_\_\_\_  
Melinda Griffin  
City Clerk  
(SEAL)



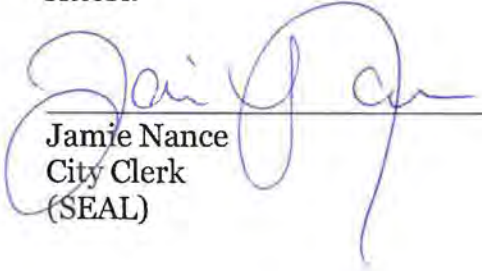


**City of Varnell, Georgia**



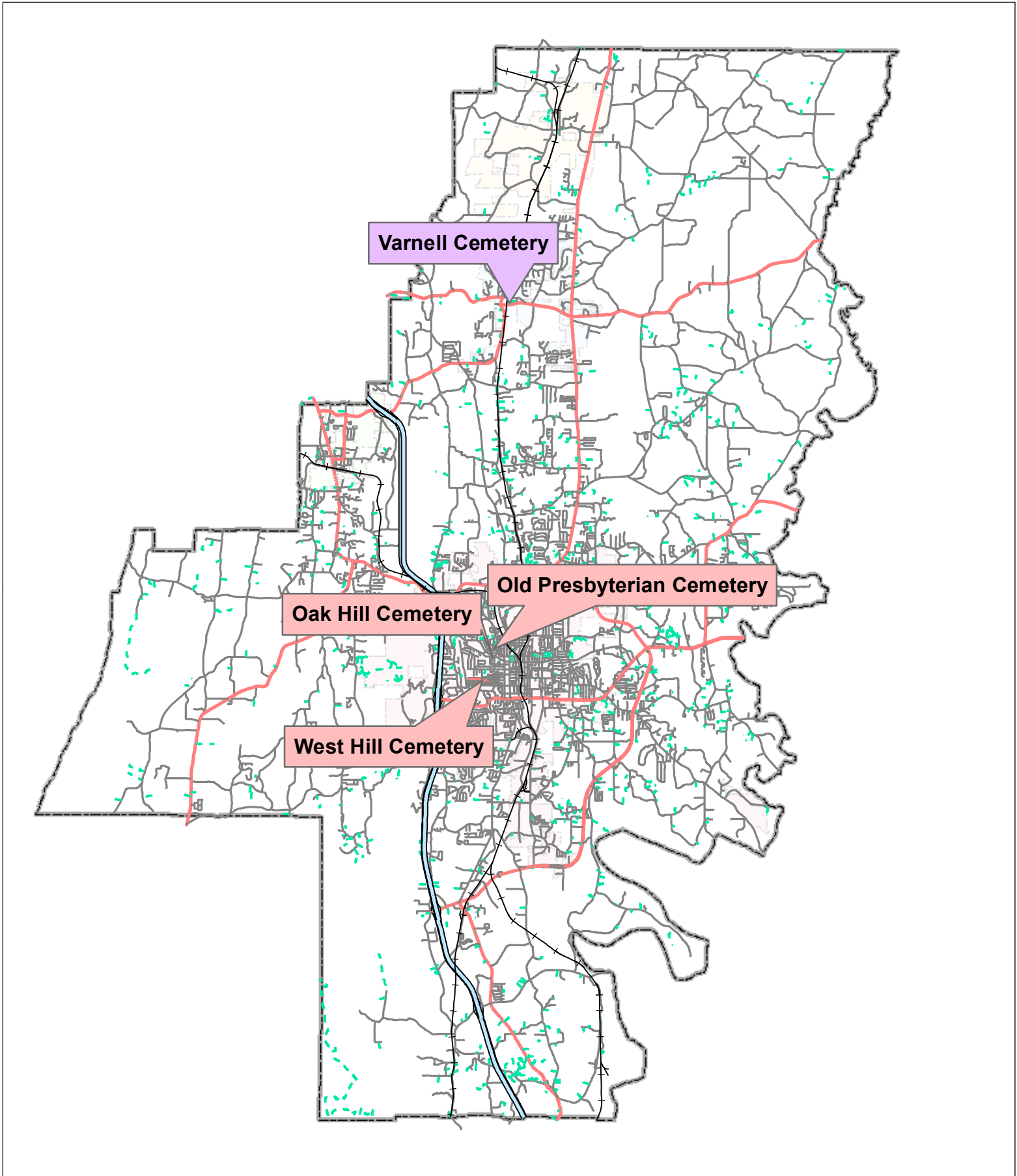
Tom Dickson,  
Mayor

Attest:



Jamie Nance  
City Clerk  
(SEAL)





- Legend**
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private

- Public Cemetery Maintenance**
- Varnell
  - Dalton

# SGA Public Cemetery Maintenance



1 inch = 3 miles

Date: 3/9/2023



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:** Whitfield

**Service:** GIS

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): Whitfield County
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Change in DCA form.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell City of Tunnel Hill, Town of Cohutta	October 20, 2022 until Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: Robert Sivick, County Administrator  
Phone number: 706-275-7500      Date completed: 10/11/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

GOVERNMENT OPERATIONS  
**GEOGRAPHIC INFORMATION SYSTEM (GIS)**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this <sup>20<sup>TH</sup></sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-70-20** through **OCGA §36-7-28** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section; and

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Geographic Information System (GIS)** within Whitfield County:

**WITNESSETH**

**1. Description of Current Service Delivery Arrangements.**

All local governments located within Whitfield County recognize the need and utility to the public of the management tool of Geographic Information System (hereinafter "GIS.") Whitfield County herewith agrees to provide and to maintain a GIS platform, which shall include database and mapping information. All municipal governments shall be responsible for any and all manipulation of the Whitfield County Information Technology Department base platform information for each municipality's management purposes.

Each municipality shall be responsible for any and all physical connectivity to the County hardware in a manner acceptable to Whitfield County. Further, each municipal government shall be responsible for all direct and indirect end-user costs, including, but not limited to hardware, software, and training necessary to such municipality for its management and/or other purposes.

Each municipality agrees that, in consideration of Whitfield County's provision of GIS at no cost to such municipality, each municipality shall, as to itself only, herewith release Whitfield County from all claims or causes of action and shall hold Whitfield County harmless as a result of any inaccuracy regarding any information contained within the database or any consequential damages resulting from its use. Further, each municipality hereunder agrees that, if it shall thereafter disperse any such information to any third party, such municipality agrees that it shall obtain a release of and indemnity for Whitfield County in the same form and content as any release and/or indemnity that it shall obtain for itself.

With respect to shapefiles required by DCA for city annexations, Whitfield County will provide such digital information to each of the Cities specifically for each such annexation but shall not be responsible for additional responsibility on behalf of any city except as may be agreed hereafter.

No duplication exists in the maintenance and provision of GIS within Whitfield County, as Whitfield County shall solely maintain and control of such base platform information, while sharing such data with each municipality hereto pursuant to the terms of this agreement.

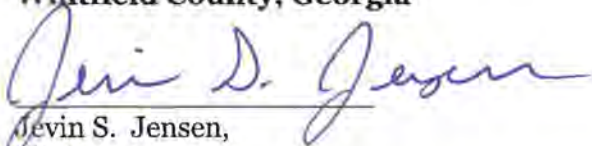
**2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**Whitfield County, Georgia**

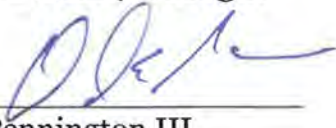
  
Jevin S. Jensen,  
Chairman

Attest:

  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**



David Pennington III,  
Mayor

Attest:



Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**



Ron Shinnick,  
Mayor

Attest:



Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**



Kenny Gowin,  
Mayor

Attest:



Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

*Tom Dickson*

Tom Dickson,  
Mayor

Attest:

*Jamie Nance*

Jamie Nance  
City Clerk  
(SEAL)







**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: Whitfield**

**Service: Fire Fighting and Prevention**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:)
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):  
Whitfield County, City of Dalton

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Whitfield County	Special Tax District
City of Dalton	General Fund
City of Tunnel Hill	No Expenditures
City of Varnell	No Expenditures
Town of Cohutta	No Expenditures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Special Tax District implemented in 2012 to fund Fire Fighting in unincorporated Whitfield County.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Agreement	Whitfield County, City of Dalton, City of Varnell	October 20, 2022 until
	City of Tunnel Hill, Town of Cohutta	Modified by parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Robert Sivick, County Administrator**  
 Phone number: **706-275-7500**      Date completed: 10/11/2022

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

**PUBLIC SAFETY  
FIRE FIGHTING AND PREVENTION  
SERVICE DELIVERY AGREEMENT**

**THIS SERVICE DELIVERY AGREEMENT**, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the Town of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

**WHEREAS**, *OCGA §§ 36-70-20 et seq.* mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS**, *OCGA § 36-70-24(1)* mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS**, *OCGA § 36-70-25* mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Fire Fighting and Prevention** within Whitfield County:

**WITNESSETH**

**1. Description of Current Service Delivery Arrangement.**

Whitfield County and the City of Dalton, bear the responsibility for delivering fire fighting and prevention services to specifically identified areas of Whitfield County.

**a. Fire Fighting Services.**

Whitfield County and the City of Dalton are responsible for delivering fire fighting services within their respective jurisdictions. Whitfield County delivers fire fighting services within the City of Tunnel Hill, the City of Varnell, and the Town of Cohutta which do not maintain fire suppression services.

The City of Dalton and Whitfield County each fund and maintain an independently operated and professionally staffed Fire Department which serves the respective areas identified in the preceding paragraph by responding to and fighting

fires and by maintaining fire fighting vehicles and equipment. Dalton Utilities maintains fire hydrants located within the corporate limits of City of Dalton. Whitfield County's Fire Department contracts with Dalton Utilities for the maintenance of fire hydrants with water pressure where water is available and maintains alternative sources of water for fighting fires for the City of Tunnel Hill, the City of Varnell, the Town of Cohutta and the unincorporated areas of Whitfield County.

The City of Dalton's Fire Department and Whitfield County's Fire Department maintain a productive working relationship through which the two departments agree to trade off fire fighting responsibilities as to particular areas normally within the other department's service area, so as to achieve the greatest efficiency in the application of each department's resources. Additionally, each department provides backup assistance to the other department under mutual aid and when necessary, as in cases when a particular fire within one department's service area is too large or uncontrollable for that department to extinguish alone. These departments operate pursuant to that intergovernmental agreement of March 9, 2020 known as Automatic Aid for Fire Services and First Response.

Through this working relationship, the respective fire departments of the City of Dalton and Whitfield County avoid rigid territorial attitudes in favor of cooperation which enables both departments to collectively produce the most efficient and effective results for the citizens of Whitfield County. No duplication results from this working relationship and the agreements concluded as an incident thereto, as the high level of communication between the two departments ensures that the primary lines of responsibility for responding to and fighting fires in specified areas in Whitfield County remain clearly defined.

#### **b. Fire Prevention**

The City of Dalton is solely responsible for delivering fire prevention services within the corporate limits of the City of Dalton, and Whitfield County is solely responsible for delivering fire prevention services to unincorporated areas of Whitfield County, the City of Tunnel Hill, the City of Varnell, and the Town of Cohutta.

The City of Dalton maintains fire prevention services which involve fire safety education, and a Fire Marshall and his Chief of Prevention who investigate the causes of particular fires, as well as inspect new and existing construction plans and structures for potential fire hazard. In Whitfield County responsibility for inspection of new and existing construction including plan review is performed by the office of the Georgia Fire Marshall.

No duplication results from this arrangement to provide fire prevention services, as the respective fire departments of the City of Dalton and of Whitfield County provide such services solely within the non-overlapping boundaries set forth above.

#### **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of fire fighting and prevention services within Whitfield County, as:

a. The City of Dalton's Fire Department and Whitfield County's Fire Department bear sole responsibility for delivering fire fighting and prevention services within the non-overlapping boundaries described above. Said boundaries are altered only when the high level of communication between the two departments indicates that an alteration of fire fighting responsibilities is necessary to more efficiently allocate the resources of the two departments. Even in the event of such boundary alterations or one department's rendering of assistance to the other department in fighting a fire, the high level of communication and coordination between the two departments ensures that the primary lines of responsibility for responding to and fighting fires in specified areas in Whitfield County remain clearly defined.

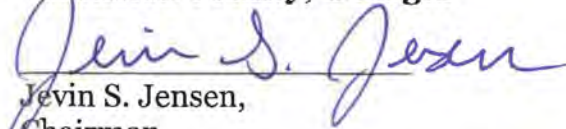
b. The City of Dalton Board of Water, Light, and Sinking Fund Commissioners d/b/a Dalton Utilities maintains fire hydrants and water pressures throughout the City of Dalton and Whitfield County where water lines are available.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**-ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE-**

**Whitfield County, Georgia**

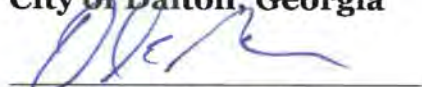
  
Jevin S. Jensen,  
Chairman

Attest:


  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**


  
David Pennington III,  
Mayor

Attest:

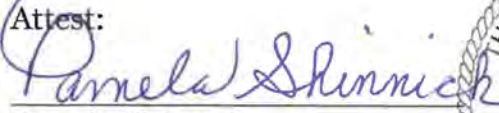
  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
Ron Shinnick,  
Mayor

Attest:

  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

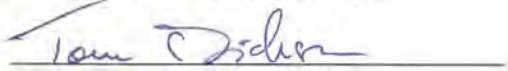
  
Kenny Gowin,  
Mayor

**Attest:**

  
Melinda Griffin  
City Clerk  
(SEAL)



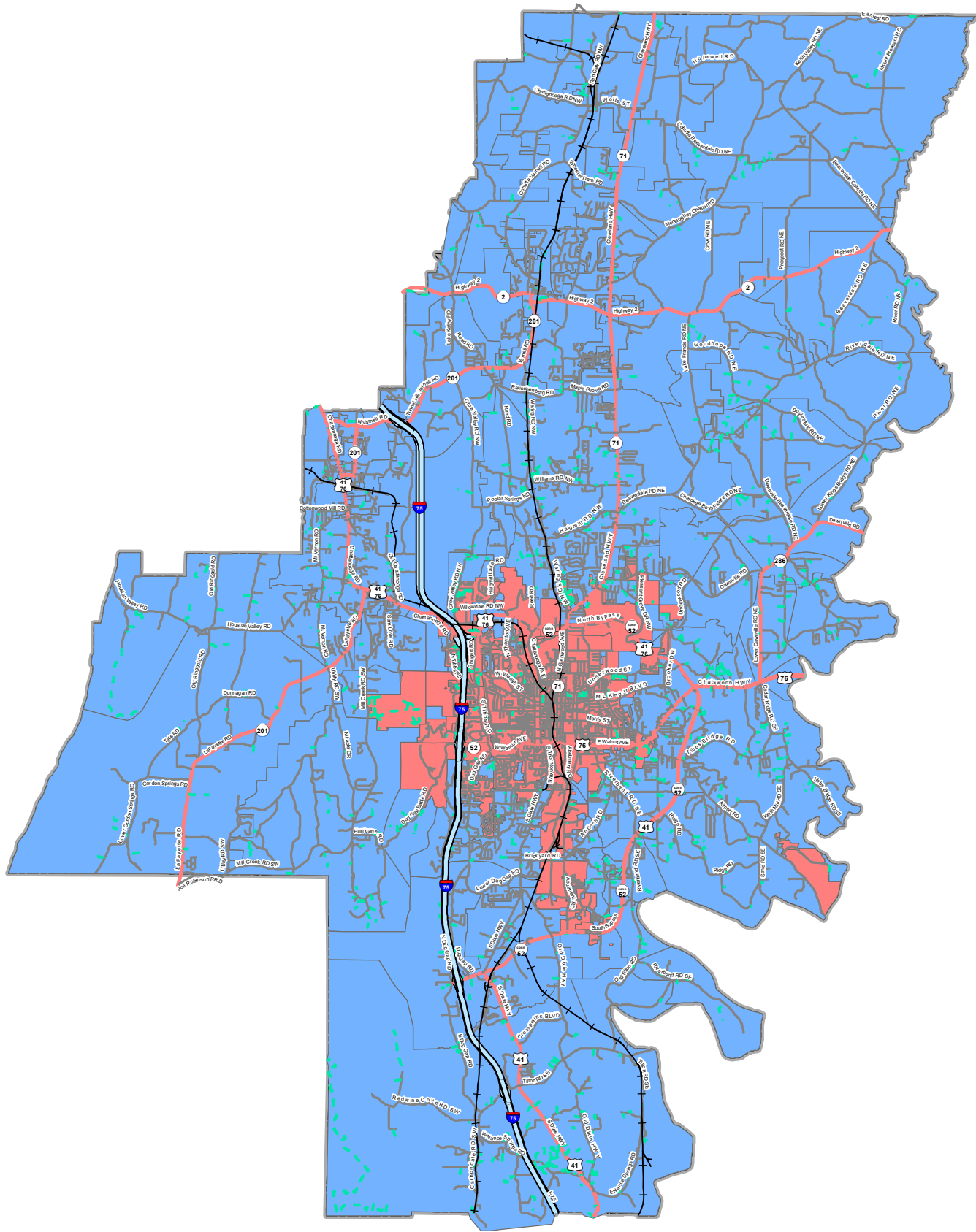
**City of Varnell, Georgia**

  
Tom Dickson,  
Mayor

**Attest:**

  
Jamie Nance  
City Clerk  
(SEAL)





- Legend**
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private
- SGA Fire Fighting and Prevention**
- Dalton Fire
  - Whitfield County Fire

# SGA Fire Fighting and Prevention



1 inch = 3 miles

Date: 3/9/2023





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: WHITFIELD**

**Service: CODE ENFORCEMENT**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **WHITFIELD COUNTY, CITY OF DALTON, CITY OF TUNNEL HILL, CITY OF VARNELL, TOWN OF COHUTTA**
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
WHITFIELD COUNTY	GENERAL FUNDS, PERMIT FEES, ENFORCEMENT FEES
,CITY OF DALTON	GENERAL FUNDS, PERMIT FEES, ENFORCENENT FEES

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

CHANGE IN DCA FORM

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY	WHITFIELD COUNTY, CITY OF DALTON	OCTOBER 20,2022 UNTIL
AGREEMENT	CITY OF VARNELL, CITY OF TUNNEL HILL,	MODIFIED BY PARTIES

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: **ROBERT SIVICK**

Phone number: **706-275-7500 X 7503**      Date completed: 3/7/2023

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**

ECONOMIC DEVELOPMENT  
**BUILDING INSPECTION, CODE ENFORCEMENT,  
PLANNING, ZONING AND RELATED LAND-USE  
DEVELOPMENT SERVICES**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Building Inspection, Code Enforcement, Planning, Zoning and Related Land-Use Development Services**:

**WITNESSETH:**

1. **Description of Current Service Delivery Arrangements.**

- (a) **Building Inspection.** For the term hereof, the County shall provide building inspection services within the unincorporated areas of the county and within each City except for within the Town of Cohutta, which provides building inspection services within the Town. As used in this Agreement "building inspection services" shall include, but shall not be limited to, all functions and activities incidental to the operation of a building inspection office, including required permitting and inspection services for new construction.
- (b) **Code Enforcement.** For the term hereof, each City shall provide Code Enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas. Code Enforcement shall include, but not be limited to, building code enforcement, zoning violations regarding junk, trash, debris and unsafe or dangerous buildings enforcement.

- (c) **Planning Services.** For the term hereof, the County shall provide Planning services, through its contract with the North Georgia Regional Commission for the Cities of Dalton and Varnell, along with the unincorporated areas of the county. The City of Tunnel Hill and the Town of Cohutta provide such services respectively within those jurisdictions.
- (d) **Zoning Administration.** Whitfield County and the Cities of Dalton and Varnell have each adopted the **Unified Zoning Ordinance** and respective zoning maps for use within those jurisdictions. Thus, the vast majority of all parcels in Whitfield County are governed by one zoning ordinance. For the term hereof, Whitfield County provides all zoning administration services, including, but not limited to text and map updates, rezoning and special use permit applications, and variance requests through the Board of Zoning Appeals. The City of Tunnel Hill and the Town of Cohutta each maintain their own separate zoning ordinance and provide for administration thereof within their respective jurisdictions.
- (e) **Subdivision of parcels/Platting Services.** For the term hereof, the County shall provide major subdivision review, minor subdivision review, and plat review services for the City of Dalton and the unincorporated areas of the county. Within their respective jurisdictions, the Cities of Varnell and Tunnel Hill and the Town of Cohutta provide such services.
- (f) **Fire Marshall.** For the term hereof, the City of Dalton Fire Department shall provide State Fire Code compliance and plan review within the City of Dalton and the County shall provide such services for all remaining Cities and the unincorporated areas of the county.
- (g) **Historic Preservation.** For the term hereof, the City of Dalton shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission, within its jurisdiction. The County shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission for the unincorporated areas of the county. The Chief Building Inspector shall provide assistance with respect to implementation of historic preservation codes.
- (h) **Sign Codes.** For the term hereof, each City shall provide Sign Code permitting and enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas.
- (i) **Soil Erosion, Sedimentation and Pollution Control Services.** For the term hereof and for so long as the County shall retain Local Issuing Authority from Georgia EPD and the Georgia Soil and Water Conservation Commission, the County shall provide land disturbing activity (“Soil Erosion”) plan review, inspection and permitting services countywide except for within the Town of Cohutta. The Cities of Dalton, Tunnel Hill and Varnell each retain their separate local issuing authority, but contract with Whitfield County to provide such services within their respective cities. Permittees within the Town of Cohutta must obtain such services directly from Georgia EPD.
- (j) **Stormwater Management.** For the term hereof, each jurisdiction shall continue to maintain a separate Municipal Separate Storm System (“MS4”) and each jurisdiction is separately responsible for compliance with all required Best Management Practices and reporting requirements.

Whitfield County provides plan review and permitting on a countywide basis, except for the Town of Cohutta, which is not counted as part of Whitfield County's urbanized area and thus is not required to review or permit stormwater management plans.

The City of Dalton contracts with Whitfield County to meet its reporting requirements to EPD per "MS4 Responsibility Table," attached hereto as **Exhibit "A"** and incorporated herein by this reference, and as may be amended hereafter and, commencing with the execution of this Agreement, pays an annual fee of \$87,500.00 for such services.

The Cities of Tunnel Hill and Varnell each provide reporting to EPD for their jurisdictions. The County also agrees to share some MS4 responsibilities with the Cities of Tunnel Hill and Varnell in accordance with **Exhibit "A."**

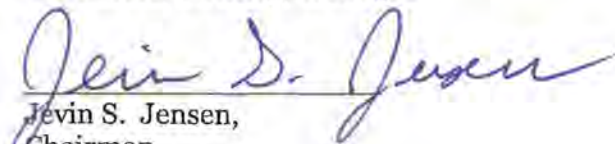
- (k) **Fees, Fines and Funding.** All fees generated for permitting services hereunder shall be retained by the entity providing the service. All fines generated as a result of enforcement shall be retained by the entity providing the service, regardless of where such fine may be assessed or adjudicated. All services referenced herein shall be funded by the General Fund of the jurisdiction providing such service.
- (l) **Term and Termination.** This Agreement shall remain in force and effect for so long as the LOST certificate executed by the parties hereto on August 8, 2022 shall remain effective.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

**IN WITNESS WHEREOF**, we, the undersigned, have executed this Service Delivery Agreement on behalf of the above-named parties, pursuant to the authority granted to us in the resolutions by which each of said parties approved and adopted the Service Delivery Strategy, of which this Service Delivery Agreement is a part.

**Whitfield County, Georgia**


  
Jevin S. Jensen,  
Chairman

Attest:

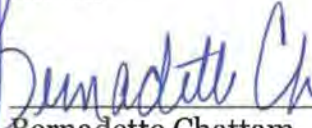
  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**

  
\_\_\_\_\_  
David Pennington III,  
Mayor

Attest:


  
\_\_\_\_\_  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
\_\_\_\_\_  
Ron Shinnick,  
Mayor

Attest:


  
\_\_\_\_\_  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

  
\_\_\_\_\_  
Kenny Gowin,  
Mayor

Attest:

  
\_\_\_\_\_  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

*Tom Dickson*

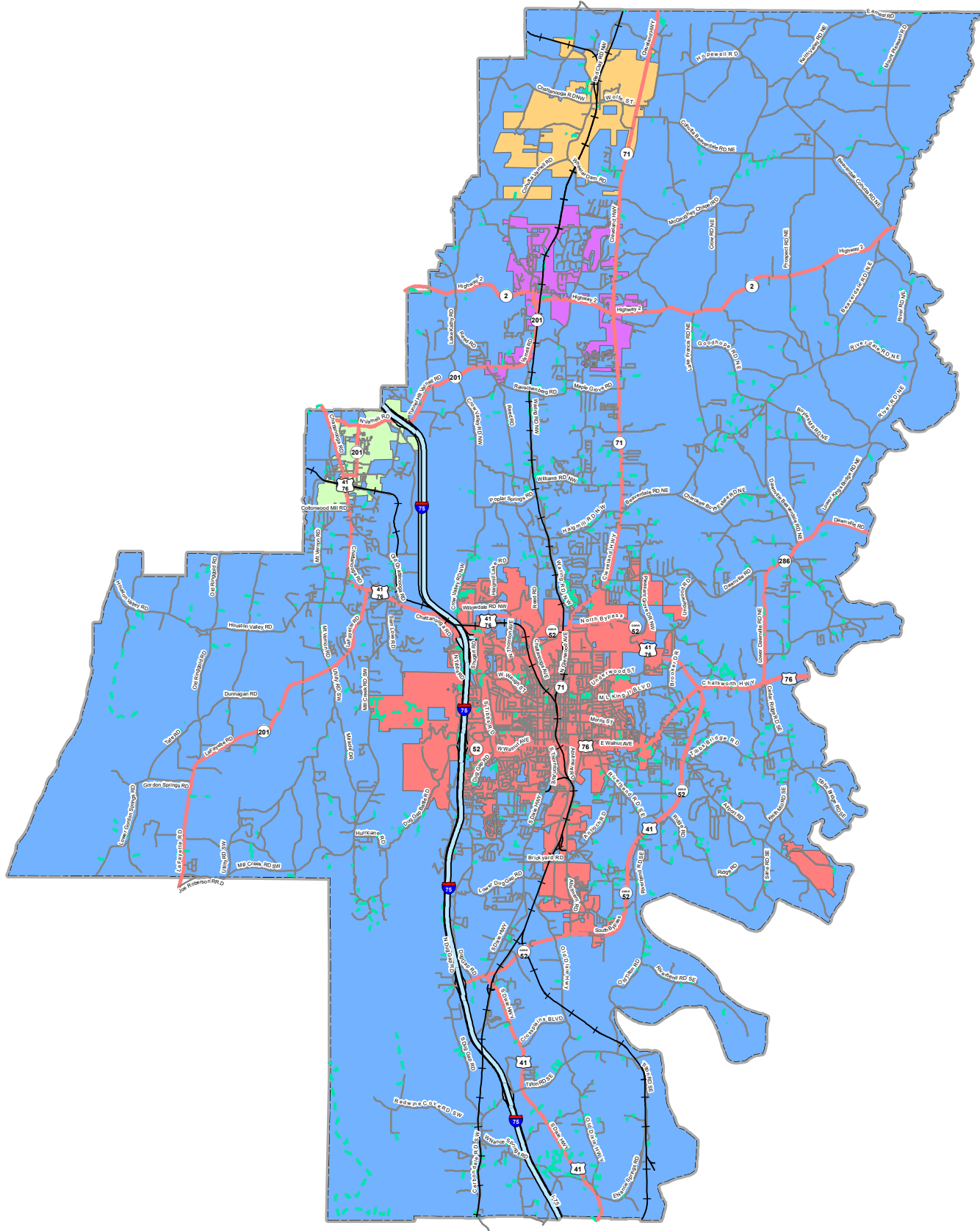
Tom Dickson,  
Mayor

Attest:

*Jamie Nance*

Jamie Nance  
City Clerk  
(SEAL)





- Legend**
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private
- SGA Code Enforcement Areas**
- Cohutta
  - Dalton
  - Tunnel Hill
  - Varnell
  - Whitfield County

# SGA Code Enforcement Areas



1 inch = 3 miles  
Date: 3/9/2023





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: WHITFIELD**

**Service: PLANNING SERVICES**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **NORTHWEST GA REGIONAL COMMISSION, WHITFIELD COUNTY, CITY OF TUNNEL HILL, TOWN OF COHUTTA**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
WHITFIELD COUNTY	GENERAL FUNDS, PERMIT FEES,
CITY OF DALTON	GENERAL FUNDS, PERMIT FEES
CITY OF TUNNEL HILL	GENERAL FUNDS, PERMIT FEES
CITY OF VARNELL	GENERAL FUNDS, PERMIT FEES
TOWN OF COHUTTA	GENERAL FUNDS, PERMIT FEES

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

CHANGE IN DCA FORM

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
SERVICE DELIVERY	WHITFIELD COUNTY, CITY OF DALTON	OCTOBER 20,2022 UNTIL
AGREEMENT	CITY OF VARNELL, CITY OF TUNNEL HILL,	MODIFIED BY PARTIES

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: **ROBERT SIVICK**

Phone number: **706-275-7500 X 7503**      Date completed: 3/7/2023

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

ECONOMIC DEVELOPMENT  
**BUILDING INSPECTION, CODE ENFORCEMENT,  
PLANNING, ZONING AND RELATED LAND-USE  
DEVELOPMENT SERVICES**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Building Inspection, Code Enforcement, Planning, Zoning and Related Land-Use Development Services**:

**WITNESSETH:**

1. **Description of Current Service Delivery Arrangements.**

- (a) **Building Inspection.** For the term hereof, the County shall provide building inspection services within the unincorporated areas of the county and within each City except for within the Town of Cohutta, which provides building inspection services within the Town. As used in this Agreement "building inspection services" shall include, but shall not be limited to, all functions and activities incidental to the operation of a building inspection office, including required permitting and inspection services for new construction.
- (b) **Code Enforcement.** For the term hereof, each City shall provide Code Enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas. Code Enforcement shall include, but not be limited to, building code enforcement, zoning violations regarding junk, trash, debris and unsafe or dangerous buildings enforcement.

- (c) **Planning Services.** For the term hereof, the County shall provide Planning services, through its contract with the North Georgia Regional Commission for the Cities of Dalton and Varnell, along with the unincorporated areas of the county. The City of Tunnel Hill and the Town of Cohutta provide such services respectively within those jurisdictions.
- (d) **Zoning Administration.** Whitfield County and the Cities of Dalton and Varnell have each adopted the **Unified Zoning Ordinance** and respective zoning maps for use within those jurisdictions. Thus, the vast majority of all parcels in Whitfield County are governed by one zoning ordinance. For the term hereof, Whitfield County provides all zoning administration services, including, but not limited to text and map updates, rezoning and special use permit applications, and variance requests through the Board of Zoning Appeals. The City of Tunnel Hill and the Town of Cohutta each maintain their own separate zoning ordinance and provide for administration thereof within their respective jurisdictions.
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- (f) **Fire Marshall.** For the term hereof, the City of Dalton Fire Department shall provide State Fire Code compliance and plan review within the City of Dalton and the County shall provide such services for all remaining Cities and the unincorporated areas of the county.
- (g) **Historic Preservation.** For the term hereof, the City of Dalton shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission, within its jurisdiction. The County shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission for the unincorporated areas of the county. The Chief Building Inspector shall provide assistance with respect to implementation of historic preservation codes.
- (h) **Sign Codes.** For the term hereof, each City shall provide Sign Code permitting and enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas.
- (i) **Soil Erosion, Sedimentation and Pollution Control Services.** For the term hereof and for so long as the County shall retain Local Issuing Authority from Georgia EPD and the Georgia Soil and Water Conservation Commission, the County shall provide land disturbing activity (“Soil Erosion”) plan review, inspection and permitting services countywide except for within the Town of Cohutta. The Cities of Dalton, Tunnel Hill and Varnell each retain their separate local issuing authority, but contract with Whitfield County to provide such services within their respective cities. Permittees within the Town of Cohutta must obtain such services directly from Georgia EPD.
- (j) **Stormwater Management.** For the term hereof, each jurisdiction shall continue to maintain a separate Municipal Separate Storm System (“MS4”) and each jurisdiction is separately responsible for compliance with all required Best Management Practices and reporting requirements.

Whitfield County provides plan review and permitting on a countywide basis, except for the Town of Cohutta, which is not counted as part of Whitfield County's urbanized area and thus is not required to review or permit stormwater management plans.

The City of Dalton contracts with Whitfield County to meet its reporting requirements to EPD per "MS4 Responsibility Table," attached hereto as **Exhibit "A"** and incorporated herein by this reference, and as may be amended hereafter and, commencing with the execution of this Agreement, pays an annual fee of \$87,500.00 for such services.

The Cities of Tunnel Hill and Varnell each provide reporting to EPD for their jurisdictions. The County also agrees to share some MS4 responsibilities with the Cities of Tunnel Hill and Varnell in accordance with **Exhibit "A."**

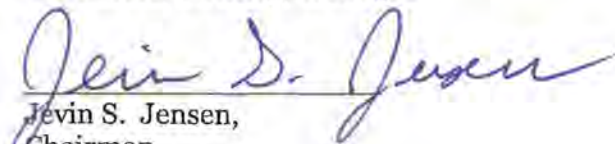
- (k) **Fees, Fines and Funding.** All fees generated for permitting services hereunder shall be retained by the entity providing the service. All fines generated as a result of enforcement shall be retained by the entity providing the service, regardless of where such fine may be assessed or adjudicated. All services referenced herein shall be funded by the General Fund of the jurisdiction providing such service.
- (l) **Term and Termination.** This Agreement shall remain in force and effect for so long as the LOST certificate executed by the parties hereto on August 8, 2022 shall remain effective.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

**IN WITNESS WHEREOF**, we, the undersigned, have executed this Service Delivery Agreement on behalf of the above-named parties, pursuant to the authority granted to us in the resolutions by which each of said parties approved and adopted the Service Delivery Strategy, of which this Service Delivery Agreement is a part.

**Whitfield County, Georgia**


  
Jevin S. Jensen,  
Chairman

Attest:


  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**


  
David Pennington III,  
Mayor

Attest:

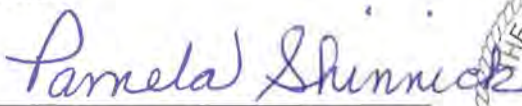
  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
Ron Shinnick,  
Mayor

Attest:


  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

  
Kenny Gowin,  
Mayor

Attest:

  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

*Tom Dickson*

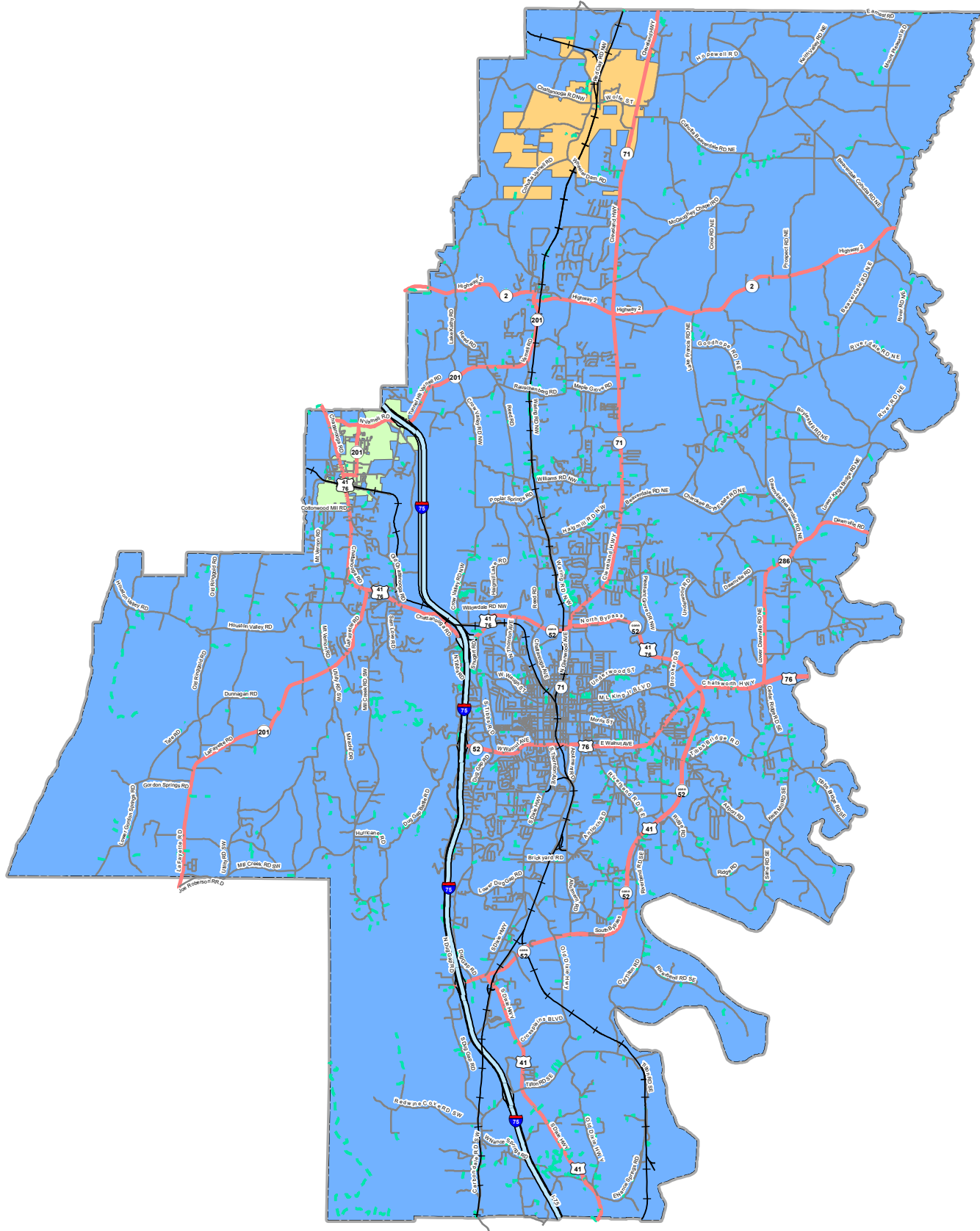
Tom Dickson,  
Mayor

Attest:

*Jamie Nance*

Jamie Nance  
City Clerk  
(SEAL)





- Legend**
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private
- SGA Planning Services**
- Whitfield County
  - Cohutta
  - Tunnel Hill
  - Whitfield County

# SGA Planning Services



1 inch = 3 miles

Date: 3/9/2023





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: WHITFIELD**

**Service: ZONING ADMINISTRATION**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **WHITFIELD COUNTY, TOWN OF COHUTTA**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
WHITFIELD COUNTY	GENERAL FUNDS, PERMIT FEES
CITY OF DALTON	GENERAL FUNDS, PERMIT FEES
CITY OF TUNNEL HILL	GENERAL FUNDS
CITY OF VARNELL	GENERAL FUNDS, PERMIT FEES
TOWN OF COHUTTA	GENERAL FUNDS

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

CHANGE IN DCA FORM

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY	WHITFIELD COUNTY, CITY OF DALTON	OCTOBER 20,2022 UNTIL
AGREEMENT	CITY OF VARNELL, CITY OF TUNNEL HILL,	MODIFIED BY PARTIES

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: **ROBERT SIVICK**

Phone number: **706-275-7500 X 7503**      Date completed: 3/7/2023

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**

ECONOMIC DEVELOPMENT  
**BUILDING INSPECTION, CODE ENFORCEMENT,  
PLANNING, ZONING AND RELATED LAND-USE  
DEVELOPMENT SERVICES**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Building Inspection, Code Enforcement, Planning, Zoning and Related Land-Use Development Services**:

**WITNESSETH:**

1. **Description of Current Service Delivery Arrangements.**

- (a) **Building Inspection.** For the term hereof, the County shall provide building inspection services within the unincorporated areas of the county and within each City except for within the Town of Cohutta, which provides building inspection services within the Town. As used in this Agreement "building inspection services" shall include, but shall not be limited to, all functions and activities incidental to the operation of a building inspection office, including required permitting and inspection services for new construction.
- (b) **Code Enforcement.** For the term hereof, each City shall provide Code Enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas. Code Enforcement shall include, but not be limited to, building code enforcement, zoning violations regarding junk, trash, debris and unsafe or dangerous buildings enforcement.

- (c) **Planning Services.** For the term hereof, the County shall provide Planning services, through its contract with the North Georgia Regional Commission for the Cities of Dalton and Varnell, along with the unincorporated areas of the county. The City of Tunnel Hill and the Town of Cohutta provide such services respectively within those jurisdictions.
- (d) **Zoning Administration.** Whitfield County and the Cities of Dalton and Varnell have each adopted the **Unified Zoning Ordinance** and respective zoning maps for use within those jurisdictions. Thus, the vast majority of all parcels in Whitfield County are governed by one zoning ordinance. For the term hereof, Whitfield County provides all zoning administration services, including, but not limited to text and map updates, rezoning and special use permit applications, and variance requests through the Board of Zoning Appeals. The City of Tunnel Hill and the Town of Cohutta each maintain their own separate zoning ordinance and provide for administration thereof within their respective jurisdictions.
- (e) **Subdivision of parcels/Platting Services.** For the term hereof, the County shall provide major subdivision review, minor subdivision review, and plat review services for the City of Dalton and the unincorporated areas of the county. Within their respective jurisdictions, the Cities of Varnell and Tunnel Hill and the Town of Cohutta provide such services.
- (f) **Fire Marshall.** For the term hereof, the City of Dalton Fire Department shall provide State Fire Code compliance and plan review within the City of Dalton and the County shall provide such services for all remaining Cities and the unincorporated areas of the county.
- (g) **Historic Preservation.** For the term hereof, the City of Dalton shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission, within its jurisdiction. The County shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission for the unincorporated areas of the county. The Chief Building Inspector shall provide assistance with respect to implementation of historic preservation codes.
- (h) **Sign Codes.** For the term hereof, each City shall provide Sign Code permitting and enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas.
- (i) **Soil Erosion, Sedimentation and Pollution Control Services.** For the term hereof and for so long as the County shall retain Local Issuing Authority from Georgia EPD and the Georgia Soil and Water Conservation Commission, the County shall provide land disturbing activity (“Soil Erosion”) plan review, inspection and permitting services countywide except for within the Town of Cohutta. The Cities of Dalton, Tunnel Hill and Varnell each retain their separate local issuing authority, but contract with Whitfield County to provide such services within their respective cities. Permittees within the Town of Cohutta must obtain such services directly from Georgia EPD.
- (j) **Stormwater Management.** For the term hereof, each jurisdiction shall continue to maintain a separate Municipal Separate Storm System (“MS4”) and each jurisdiction is separately responsible for compliance with all required Best Management Practices and reporting requirements.

Whitfield County provides plan review and permitting on a countywide basis, except for the Town of Cohutta, which is not counted as part of Whitfield County's urbanized area and thus is not required to review or permit stormwater management plans.

The City of Dalton contracts with Whitfield County to meet its reporting requirements to EPD per "MS4 Responsibility Table," attached hereto as **Exhibit "A"** and incorporated herein by this reference, and as may be amended hereafter and, commencing with the execution of this Agreement, pays an annual fee of \$87,500.00 for such services.

The Cities of Tunnel Hill and Varnell each provide reporting to EPD for their jurisdictions. The County also agrees to share some MS4 responsibilities with the Cities of Tunnel Hill and Varnell in accordance with **Exhibit "A."**

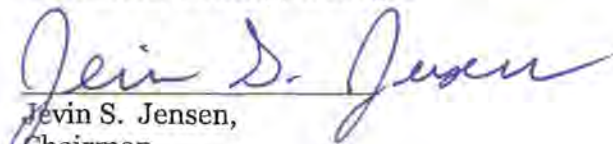
- (k) **Fees, Fines and Funding.** All fees generated for permitting services hereunder shall be retained by the entity providing the service. All fines generated as a result of enforcement shall be retained by the entity providing the service, regardless of where such fine may be assessed or adjudicated. All services referenced herein shall be funded by the General Fund of the jurisdiction providing such service.
- (l) **Term and Termination.** This Agreement shall remain in force and effect for so long as the LOST certificate executed by the parties hereto on August 8, 2022 shall remain effective.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

**IN WITNESS WHEREOF**, we, the undersigned, have executed this Service Delivery Agreement on behalf of the above-named parties, pursuant to the authority granted to us in the resolutions by which each of said parties approved and adopted the Service Delivery Strategy, of which this Service Delivery Agreement is a part.

**Whitfield County, Georgia**


  
Jevin S. Jensen,  
Chairman

Attest:

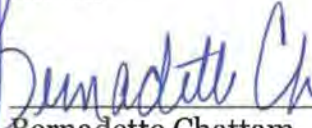
  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**

  
\_\_\_\_\_  
David Pennington III,  
Mayor

Attest:


  
\_\_\_\_\_  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
\_\_\_\_\_  
Ron Shinnick,  
Mayor

Attest:


  
\_\_\_\_\_  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

  
\_\_\_\_\_  
Kenny Gowin,  
Mayor

Attest:

  
\_\_\_\_\_  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

*Tom Dickson*

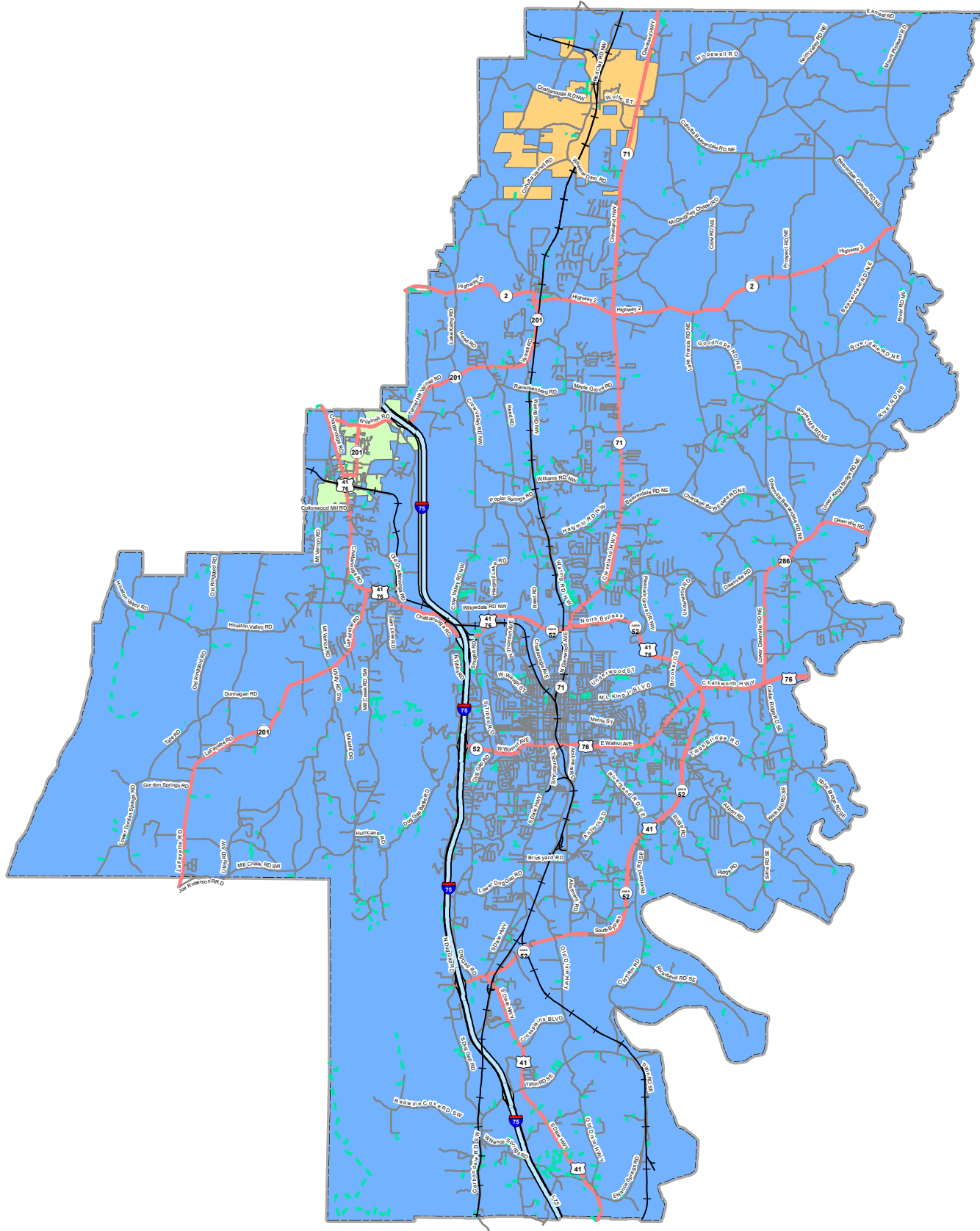
Tom Dickson,  
Mayor

Attest:

*Jamie Nance*

Jamie Nance  
City Clerk  
(SEAL)





- Legend**
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private
- SGA Zoning Administration**
- Cohutta
  - Tunnel Hill
  - Whitfield County

# SGA Zoning Administration



1 inch = 3 miles  
Date: 3/9/2023





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: WHITFIELD**

**Service: SUBDIVISION OF PARCELS/PLATTING SERVICES**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **WHITFIELD COUNTY, CITY OF DALTON, CITY OF TUNNEL HILL, TOWN OF COHUTTA**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
WHITFIELD COUNTY	GENERAL FUNDS
CITY OF DALTON	GENERAL FUNDS
CITY OF TUNNEL HILL	GENERAL FUNDS
CITY OF VARNELL	GENERAL FUNDS
TOWN OF COHUTTA	GENERAL FUNDS

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

CHANGE IN DCA FORM

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY	WHITFIELD COUNTY, CITY OF DALTON	OCTOBER 20,2022 UNTIL
AGREEMENT	CITY OF VARNELL, CITY OF TUNNEL HILL,	MODIFIED BY PARTIES

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: **ROBERT SIVICK**

Phone number: **706-275-7500 X 7503**      Date completed: 3/7/2023

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

ECONOMIC DEVELOPMENT  
**BUILDING INSPECTION, CODE ENFORCEMENT,  
PLANNING, ZONING AND RELATED LAND-USE  
DEVELOPMENT SERVICES**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Building Inspection, Code Enforcement, Planning, Zoning and Related Land-Use Development Services**:

**WITNESSETH:**

1. **Description of Current Service Delivery Arrangements.**

- (a) **Building Inspection.** For the term hereof, the County shall provide building inspection services within the unincorporated areas of the county and within each City except for within the Town of Cohutta, which provides building inspection services within the Town. As used in this Agreement "building inspection services" shall include, but shall not be limited to, all functions and activities incidental to the operation of a building inspection office, including required permitting and inspection services for new construction.
- (b) **Code Enforcement.** For the term hereof, each City shall provide Code Enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas. Code Enforcement shall include, but not be limited to, building code enforcement, zoning violations regarding junk, trash, debris and unsafe or dangerous buildings enforcement.

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- (f) **Fire Marshall.** For the term hereof, the City of Dalton Fire Department shall provide State Fire Code compliance and plan review within the City of Dalton and the County shall provide such services for all remaining Cities and the unincorporated areas of the county.
- (g) **Historic Preservation.** For the term hereof, the City of Dalton shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission, within its jurisdiction. The County shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission for the unincorporated areas of the county. The Chief Building Inspector shall provide assistance with respect to implementation of historic preservation codes.
- (h) **Sign Codes.** For the term hereof, each City shall provide Sign Code permitting and enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas.
- (i) **Soil Erosion, Sedimentation and Pollution Control Services.** For the term hereof and for so long as the County shall retain Local Issuing Authority from Georgia EPD and the Georgia Soil and Water Conservation Commission, the County shall provide land disturbing activity (“Soil Erosion”) plan review, inspection and permitting services countywide except for within the Town of Cohutta. The Cities of Dalton, Tunnel Hill and Varnell each retain their separate local issuing authority, but contract with Whitfield County to provide such services within their respective cities. Permittees within the Town of Cohutta must obtain such services directly from Georgia EPD.
- (j) **Stormwater Management.** For the term hereof, each jurisdiction shall continue to maintain a separate Municipal Separate Storm System (“MS4”) and each jurisdiction is separately responsible for compliance with all required Best Management Practices and reporting requirements.

Whitfield County provides plan review and permitting on a countywide basis, except for the Town of Cohutta, which is not counted as part of Whitfield County's urbanized area and thus is not required to review or permit stormwater management plans.

The City of Dalton contracts with Whitfield County to meet its reporting requirements to EPD per "MS4 Responsibility Table," attached hereto as **Exhibit "A"** and incorporated herein by this reference, and as may be amended hereafter and, commencing with the execution of this Agreement, pays an annual fee of \$87,500.00 for such services.

The Cities of Tunnel Hill and Varnell each provide reporting to EPD for their jurisdictions. The County also agrees to share some MS4 responsibilities with the Cities of Tunnel Hill and Varnell in accordance with **Exhibit "A."**

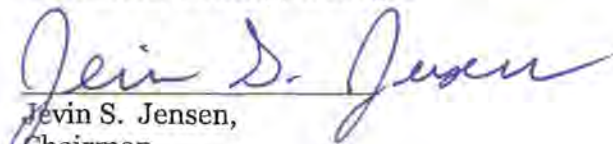
- (k) **Fees, Fines and Funding.** All fees generated for permitting services hereunder shall be retained by the entity providing the service. All fines generated as a result of enforcement shall be retained by the entity providing the service, regardless of where such fine may be assessed or adjudicated. All services referenced herein shall be funded by the General Fund of the jurisdiction providing such service.
- (l) **Term and Termination.** This Agreement shall remain in force and effect for so long as the LOST certificate executed by the parties hereto on August 8, 2022 shall remain effective.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

**IN WITNESS WHEREOF**, we, the undersigned, have executed this Service Delivery Agreement on behalf of the above-named parties, pursuant to the authority granted to us in the resolutions by which each of said parties approved and adopted the Service Delivery Strategy, of which this Service Delivery Agreement is a part.

**Whitfield County, Georgia**


  
Jevin S. Jensen,  
Chairman

Attest:

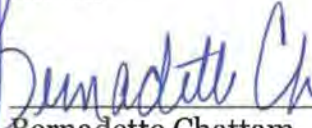
  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**

  
\_\_\_\_\_  
David Pennington III,  
Mayor

Attest:


  
\_\_\_\_\_  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
\_\_\_\_\_  
Ron Shinnick,  
Mayor

Attest:


  
\_\_\_\_\_  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

  
\_\_\_\_\_  
Kenny Gowin,  
Mayor

Attest:

  
\_\_\_\_\_  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

*Tom Dickson*

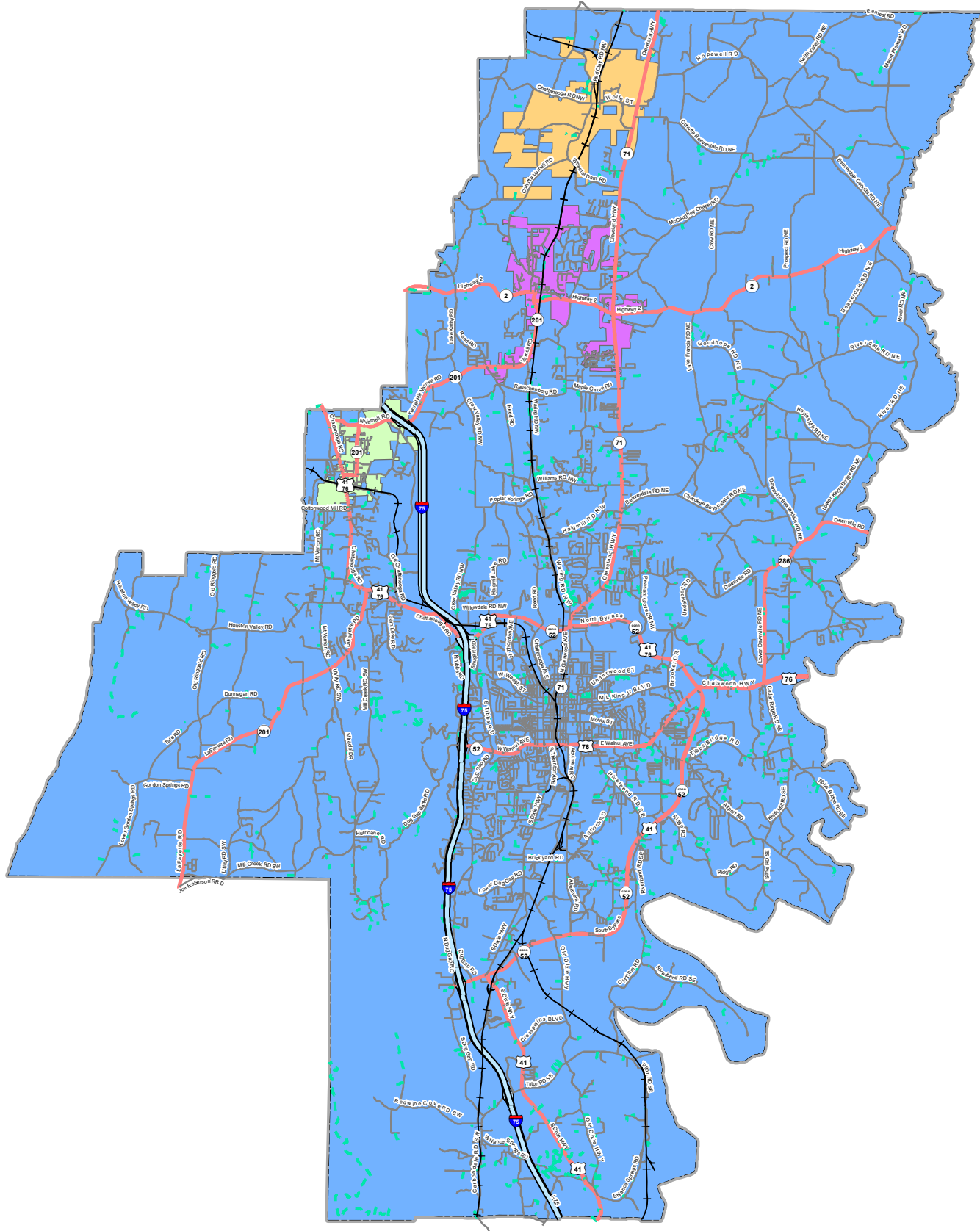
Tom Dickson,  
Mayor

Attest:

*Jamie Nance*

Jamie Nance  
City Clerk  
(SEAL)





- Legend**
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private
  - SGA Subdivision/Platting Services**
  - Cohutta
  - Tunnel Hill
  - Varnell
  - Dalton

# SGA Subdivision/Platting Services



1 inch = 3 miles  
Date: 3/9/2023





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: WHITFIELD**

**Service: FIRE MARSHALL**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **WHITFIELD COUNTY, CITY OF DALTON**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
WHITFIELD COUNTY	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
CITY OF DALTON	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
CITY OF TUNNEL HILL	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
CITY OF VARNELL	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
TOWN OF COHUTTA	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

CHANGE IN DCA FORM

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY	WHITFIELD COUNTY, CITY OF DALTON	OCTOBER 20,2022 UNTIL
AGREEMENT	CITY OF VARNELL, CITY OF TUNNEL HILL,	MODIFIED BY PARTIES

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: **ROBERT SIVICK**

Phone number: **706-275-7500 X 7503**      Date completed: 3/7/2023

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

ECONOMIC DEVELOPMENT  
**BUILDING INSPECTION, CODE ENFORCEMENT,  
PLANNING, ZONING AND RELATED LAND-USE  
DEVELOPMENT SERVICES**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Building Inspection, Code Enforcement, Planning, Zoning and Related Land-Use Development Services**:

**WITNESSETH:**

1. **Description of Current Service Delivery Arrangements.**

- (a) **Building Inspection.** For the term hereof, the County shall provide building inspection services within the unincorporated areas of the county and within each City except for within the Town of Cohutta, which provides building inspection services within the Town. As used in this Agreement "building inspection services" shall include, but shall not be limited to, all functions and activities incidental to the operation of a building inspection office, including required permitting and inspection services for new construction.
- (b) **Code Enforcement.** For the term hereof, each City shall provide Code Enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas. Code Enforcement shall include, but not be limited to, building code enforcement, zoning violations regarding junk, trash, debris and unsafe or dangerous buildings enforcement.

- (c) **Planning Services.** For the term hereof, the County shall provide Planning services, through its contract with the North Georgia Regional Commission for the Cities of Dalton and Varnell, along with the unincorporated areas of the county. The City of Tunnel Hill and the Town of Cohutta provide such services respectively within those jurisdictions.
- (d) **Zoning Administration.** Whitfield County and the Cities of Dalton and Varnell have each adopted the **Unified Zoning Ordinance** and respective zoning maps for use within those jurisdictions. Thus, the vast majority of all parcels in Whitfield County are governed by one zoning ordinance. For the term hereof, Whitfield County provides all zoning administration services, including, but not limited to text and map updates, rezoning and special use permit applications, and variance requests through the Board of Zoning Appeals. The City of Tunnel Hill and the Town of Cohutta each maintain their own separate zoning ordinance and provide for administration thereof within their respective jurisdictions.
- (e) **Subdivision of parcels/Platting Services.** For the term hereof, the County shall provide major subdivision review, minor subdivision review, and plat review services for the City of Dalton and the unincorporated areas of the county. Within their respective jurisdictions, the Cities of Varnell and Tunnel Hill and the Town of Cohutta provide such services.
- (f) **Fire Marshall.** For the term hereof, the City of Dalton Fire Department shall provide State Fire Code compliance and plan review within the City of Dalton and the County shall provide such services for all remaining Cities and the unincorporated areas of the county.
- (g) **Historic Preservation.** For the term hereof, the City of Dalton shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission, within its jurisdiction. The County shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission for the unincorporated areas of the county. The Chief Building Inspector shall provide assistance with respect to implementation of historic preservation codes.
- (h) **Sign Codes.** For the term hereof, each City shall provide Sign Code permitting and enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas.
- (i) **Soil Erosion, Sedimentation and Pollution Control Services.** For the term hereof and for so long as the County shall retain Local Issuing Authority from Georgia EPD and the Georgia Soil and Water Conservation Commission, the County shall provide land disturbing activity ("Soil Erosion") plan review, inspection and permitting services countywide except for within the Town of Cohutta. The Cities of Dalton, Tunnel Hill and Varnell each retain their separate local issuing authority, but contract with Whitfield County to provide such services within their respective cities. Permittees within the Town of Cohutta must obtain such services directly from Georgia EPD.
- (j) **Stormwater Management.** For the term hereof, each jurisdiction shall continue to maintain a separate Municipal Separate Storm System ("MS4") and each jurisdiction is separately responsible for compliance with all required Best Management Practices and reporting requirements.

Whitfield County provides plan review and permitting on a countywide basis, except for the Town of Cohutta, which is not counted as part of Whitfield County's urbanized area and thus is not required to review or permit stormwater management plans.

The City of Dalton contracts with Whitfield County to meet its reporting requirements to EPD per "MS4 Responsibility Table," attached hereto as **Exhibit "A"** and incorporated herein by this reference, and as may be amended hereafter and, commencing with the execution of this Agreement, pays an annual fee of \$87,500.00 for such services.

The Cities of Tunnel Hill and Varnell each provide reporting to EPD for their jurisdictions. The County also agrees to share some MS4 responsibilities with the Cities of Tunnel Hill and Varnell in accordance with **Exhibit "A."**

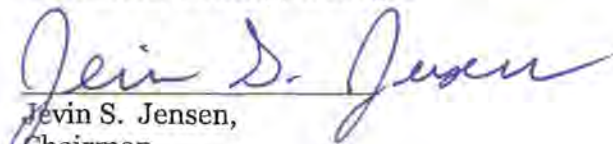
- (k) **Fees, Fines and Funding.** All fees generated for permitting services hereunder shall be retained by the entity providing the service. All fines generated as a result of enforcement shall be retained by the entity providing the service, regardless of where such fine may be assessed or adjudicated. All services referenced herein shall be funded by the General Fund of the jurisdiction providing such service.
- (l) **Term and Termination.** This Agreement shall remain in force and effect for so long as the LOST certificate executed by the parties hereto on August 8, 2022 shall remain effective.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

**IN WITNESS WHEREOF**, we, the undersigned, have executed this Service Delivery Agreement on behalf of the above-named parties, pursuant to the authority granted to us in the resolutions by which each of said parties approved and adopted the Service Delivery Strategy, of which this Service Delivery Agreement is a part.

**Whitfield County, Georgia**


  
Jevin S. Jensen,  
Chairman

Attest:

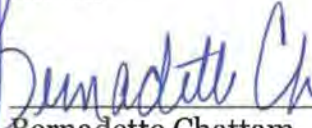
  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**

  
\_\_\_\_\_  
David Pennington III,  
Mayor

Attest:


  
\_\_\_\_\_  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
\_\_\_\_\_  
Ron Shinnick,  
Mayor

Attest:


  
\_\_\_\_\_  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

  
\_\_\_\_\_  
Kenny Gowin,  
Mayor

Attest:

  
\_\_\_\_\_  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

*Tom Dickson*

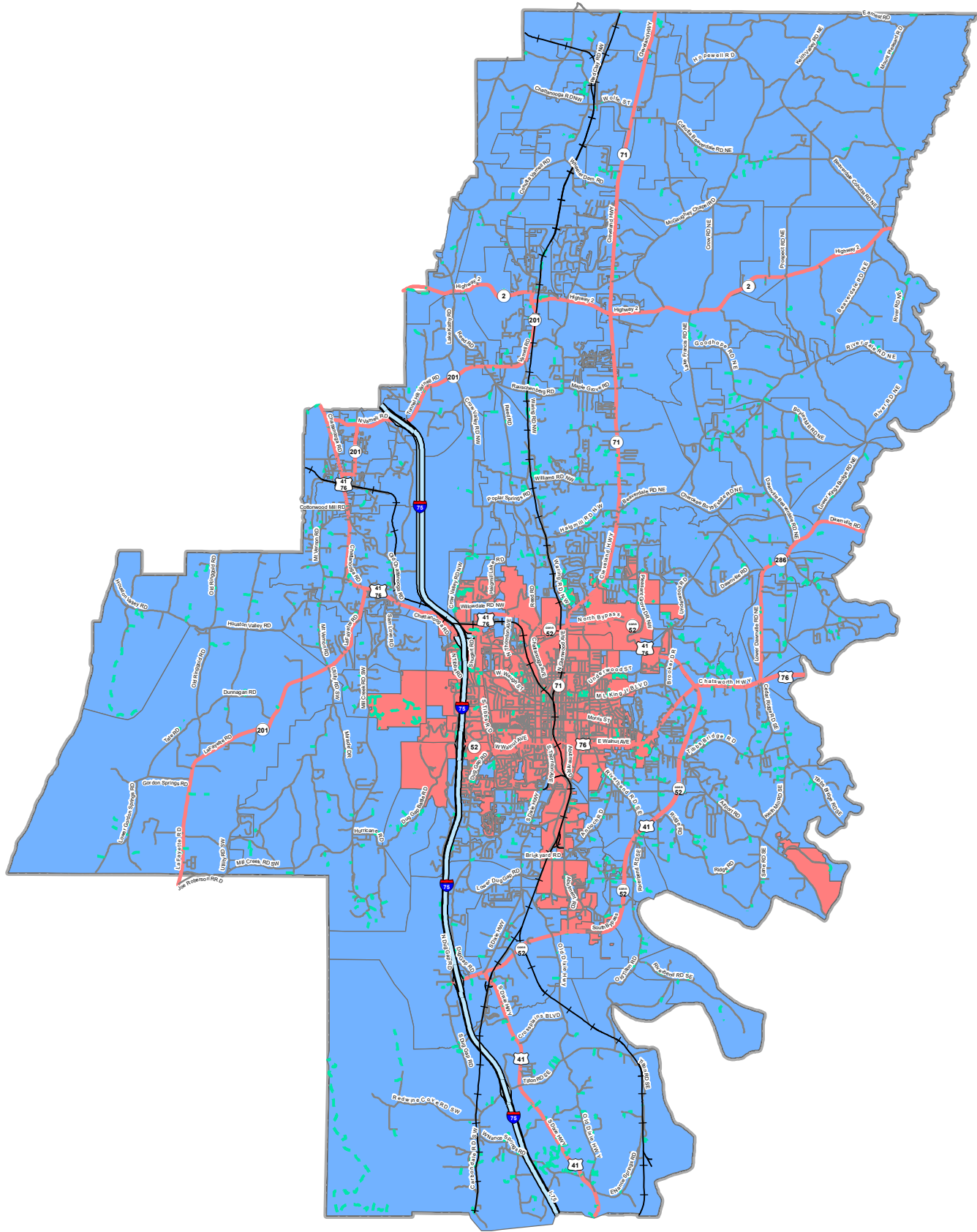
Tom Dickson,  
Mayor

Attest:

*Jamie Nance*

Jamie Nance  
City Clerk  
(SEAL)





- Legend
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private
  - SGA Fire Marshall
  - SGA Fire Marshall
  - City of Dalton
  - Whitfield County

# SGA Fire Marshall



1 inch = 3 miles

Date: 3/9/2023





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: WHITFIELD**

**Service: SOIL EROSION, SEDIMENTATION & POLLUTION CONTROL SERVICES**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **WHITFIELD COUNTY, TOWN OF COHUTTA**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
WHITFIELD COUNTY	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
CITY OF DALTON	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
CITY OF TUNNEL HILL	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
CITY OF VARNELL	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
TOWN OF COHUTTA	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

CHANGE IN DCA FORM

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
SERVICE DELIVERY AGREEMENT	WHITFIELD COUNTY, CITY OF DALTON	OCTOBER 20, 2022 UNTIL
	CITY OF VARNELL, CITY OF TUNNEL HILL,	MODIFIED BY PARTIES

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: **ROBERT SIVICK**

Phone number: **706-275-7500 X 7503**      Date completed: 3/7/2023

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

ECONOMIC DEVELOPMENT  
**BUILDING INSPECTION, CODE ENFORCEMENT,  
PLANNING, ZONING AND RELATED LAND-USE  
DEVELOPMENT SERVICES**  
SERVICE DELIVERY AGREEMENT

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**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Building Inspection, Code Enforcement, Planning, Zoning and Related Land-Use Development Services**:

**WITNESSETH:**

1. **Description of Current Service Delivery Arrangements.**

- (a) **Building Inspection.** For the term hereof, the County shall provide building inspection services within the unincorporated areas of the county and within each City except for within the Town of Cohutta, which provides building inspection services within the Town. As used in this Agreement "building inspection services" shall include, but shall not be limited to, all functions and activities incidental to the operation of a building inspection office, including required permitting and inspection services for new construction.
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- (g) **Historic Preservation.** For the term hereof, the City of Dalton shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission, within its jurisdiction. The County shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission for the unincorporated areas of the county. The Chief Building Inspector shall provide assistance with respect to implementation of historic preservation codes.
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Whitfield County provides plan review and permitting on a countywide basis, except for the Town of Cohutta, which is not counted as part of Whitfield County's urbanized area and thus is not required to review or permit stormwater management plans.

The City of Dalton contracts with Whitfield County to meet its reporting requirements to EPD per "MS4 Responsibility Table," attached hereto as **Exhibit "A"** and incorporated herein by this reference, and as may be amended hereafter and, commencing with the execution of this Agreement, pays an annual fee of \$87,500.00 for such services.

The Cities of Tunnel Hill and Varnell each provide reporting to EPD for their jurisdictions. The County also agrees to share some MS4 responsibilities with the Cities of Tunnel Hill and Varnell in accordance with **Exhibit "A."**

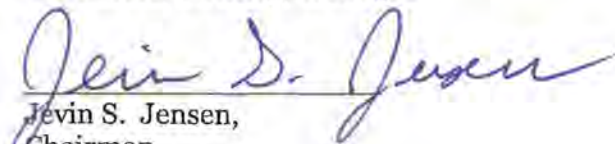
- (k) **Fees, Fines and Funding.** All fees generated for permitting services hereunder shall be retained by the entity providing the service. All fines generated as a result of enforcement shall be retained by the entity providing the service, regardless of where such fine may be assessed or adjudicated. All services referenced herein shall be funded by the General Fund of the jurisdiction providing such service.
- (l) **Term and Termination.** This Agreement shall remain in force and effect for so long as the LOST certificate executed by the parties hereto on August 8, 2022 shall remain effective.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

**IN WITNESS WHEREOF**, we, the undersigned, have executed this Service Delivery Agreement on behalf of the above-named parties, pursuant to the authority granted to us in the resolutions by which each of said parties approved and adopted the Service Delivery Strategy, of which this Service Delivery Agreement is a part.

**Whitfield County, Georgia**


  
Jevin S. Jensen,  
Chairman

Attest:

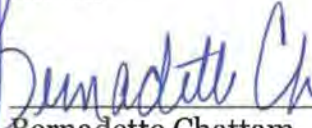
  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**

  
\_\_\_\_\_  
David Pennington III,  
Mayor

Attest:


  
\_\_\_\_\_  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
\_\_\_\_\_  
Ron Shinnick,  
Mayor

Attest:


  
\_\_\_\_\_  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

  
\_\_\_\_\_  
Kenny Gowin,  
Mayor

Attest:

  
\_\_\_\_\_  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

*Tom Dickson*

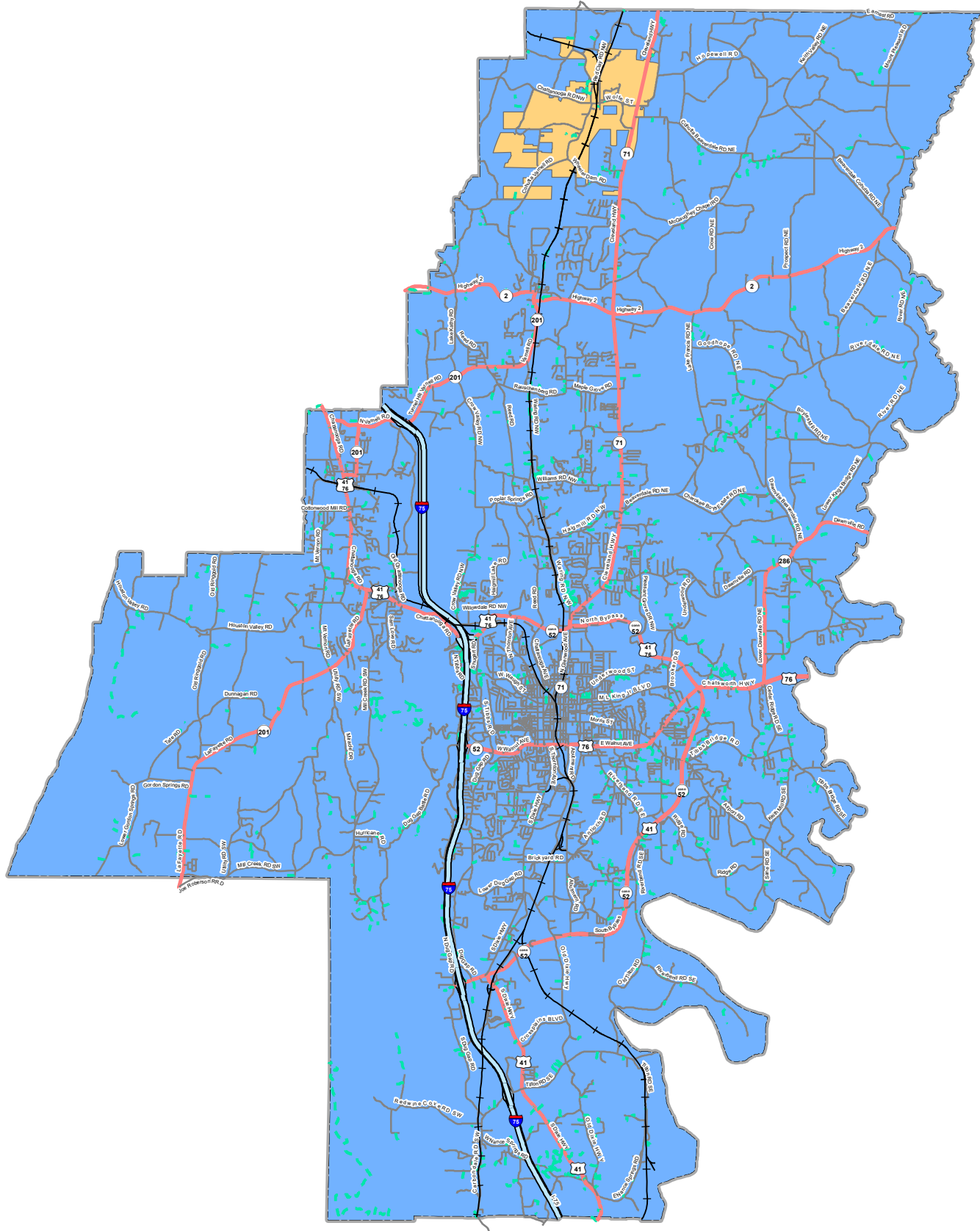
Tom Dickson,  
Mayor

Attest:

*Jamie Nance*

Jamie Nance  
City Clerk  
(SEAL)





- Legend
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private
  - Whitfield County
  - Cohutta

# Soil Erosion, Sedimentation and Pollution Control Services



1 inch = 3 miles

Date: 3/9/2023





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: WHITFIELD**

**Service: STREET LIGHTING**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **WHITFIELD COUNTY, CITY OF DALTON, CITY OF TUNNEL HILL, CITY OF VARNELL, TOWN OF COHUTTA**
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
WHITFIELD COUNTY	GENERAL FUNDS, LMIG, GDOT, STATE & FEDERAL FUNDS, SPLOST
CITY OF DALTON	GENERAL FUNDS, LMIG, GDOT, STATE & FEDERAL FUNDS, SPLOST
CITY OF TUNNEL HILL	GENERAL FUNDS, LMIG, GDOT, STATE & FEDERAL FUNDS, SPLOST
CITY OF VARNELL	GENERAL FUNDS, LMIG, GDOT, STATE & FEDERAL FUNDS, SPLOST
TOWN OF COHUTTA	GENERAL FUNDS, LMIG, GDOT, STATE & FEDERAL FUNDS, SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

CHANGE IN DCA FORM

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
SERVICE DELIVERY AGREEMENT	WHITFIELD COUNTY, CITY OF DALTON	OCTOBER 20, 2022 UNTIL
	CITY OF VARNELL, CITY OF TUNNEL HILL,	MODIFIED BY PARTIES

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: **ROBERT SIVICK**

Phone number: **706-275-7500 X 7503**      Date completed: 3/7/2023

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC WORKS

**ROAD, STREET, BRIDGE, STREET LIGHT,  
AND TRAFFIC CONTROL/ENGINEERING  
CONSTRUCTION AND MAINTENANCE  
SERVICE DELIVERY AGREEMENT**

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-7-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE,** we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Road, Street, Bridge, Street Light and Traffic/Control Engineering Construction and Maintenance within Whitfield County:**

**WITNESSETH**

- 1. Description of Current Service Delivery Arrangement between Whitfield County and the Town of Cohutta, and the Cities of Tunnel Hill and Varnell for Road and Bridge Construction and Maintenance.**

Excluding public roads and bridges located within Whitfield County that are directly constructed by and/or maintained by the United States federal government or by the State of Georgia, Whitfield County shall, during the pendency of this Agreement, continue to bear sole discretion and financial responsibility through its General Fund

and any other sources of funding, such as SPLOST, for the periodic construction, resurfacing, and maintenance of all publicly dedicated roads and bridges located within unincorporated Whitfield County, Georgia, within the Town of Cohutta, within the City of Tunnel Hill, and within the City of Varnell.

As a part of this Agreement, Whitfield County shall control and direct all L.M.I.G. or other local road funds submissions or amounts provided by the State of Georgia for all of Whitfield County except for road improvement projects located within the municipal boundaries of the City of Dalton, which shall control and direct its L.M.I.G.

No change in current services is contemplated.

**2. Description of Service Delivery Arrangement between Whitfield County and the City of Dalton for Road, Street and Bridge Construction and Maintenance.**

Excluding public roads and bridges located within the City of Dalton that are directly constructed by the United States federal government or by the State of Georgia, the City of Dalton shall, during the pendency of this Agreement, continue to bear sole discretion and financial responsibility through its General Fund and any other sources of funding, such as SPLOST, for the periodic construction, resurfacing, and maintenance of all publicly dedicated roads and bridges located within the City of Dalton.

During the term of this Agreement, Whitfield County shall remit \$200,000.00 to the City of Dalton once annually by January 31<sup>st</sup> of each succeeding year. The purpose of such payment is to approximate an allocation for paving within the City of Dalton based upon its approximately 20% of the road miles within the entire organic Whitfield County road system.

**3. Description of Service Delivery Arrangement Regarding Street Lights and Traffic Control/Engineering.**

With respect to street lighting services, each of the Cities provides street lights, including all hardware and power thereto, within portions of its jurisdiction and Whitfield County provides street lights within portions of the unincorporated areas of the county.

With respect to traffic control and engineering services, including, but not limited to the location, placement, and maintenance of traffic lights, road signs, painted road lines, pedestrian aids, and the like, the City of Dalton provides such services within its jurisdiction for city streets maintained by it pursuant to subparagraph 2 hereinabove.

Likewise, with respect to traffic control and engineering services, including, but not limited to the location, placement, and maintenance of traffic lights, road signs, painted road lines, pedestrian aids, and the like, Whitfield County provides such services within the Cities of Tunnel Hill, Varnell, the Town of Cohutta, and the unincorporated areas of the county for county roads maintained by it pursuant to subparagraph 1 hereinabove.

**4. Road Maintenance Agreement Map.**

The current version of the City/County Road Maintenance Agreement Map, as adopted by the Mayor and Council of Dalton the Whitfield County Board of Commissioners is attached hereto as **Exhibit "A"** and incorporated herein by this reference, as the same may be amended from time to time. This map shall also dictate responsibilities with respect to inclement weather response.

**5. Term and Termination.**

This Agreement shall remain in force and effect until altered or amended in writing by the parties hereto or until the LOST Certificate executed on or about August 8, 2022, shall no longer remain in force and effect, whichever shall occur first. At any such time in the future that such LOST distribution shall change, the rights and responsibilities the parties with respect to the subject matter hereof shall cease automatically and without the necessity for any further action or notice.

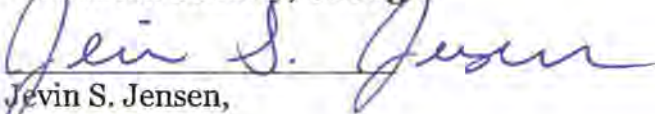
**6. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements at this time, except as set forth herein.


The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**Whitfield County, Georgia**


  
Jevin S. Jensen,  
Chairman

Attest:


  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**

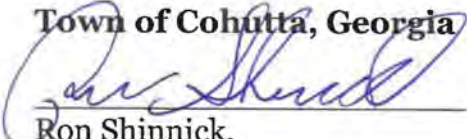
  
\_\_\_\_\_  
David Pennington III,  
Mayor

Attest:

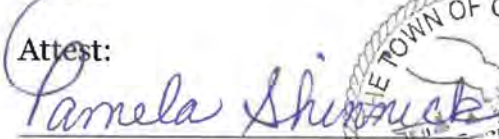
  
\_\_\_\_\_  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
\_\_\_\_\_  
Ron Shinnick,  
Mayor

Attest:


  
\_\_\_\_\_  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

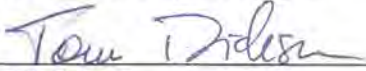
  
\_\_\_\_\_  
Kenny Gowin,  
Mayor

Attest:

  
\_\_\_\_\_  
Melinda Griffin  
City Clerk  
(SEAL)

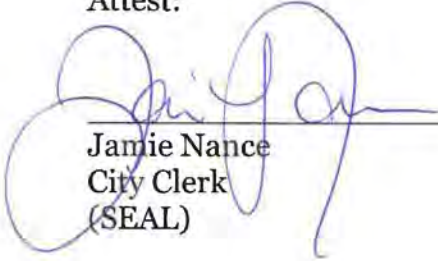


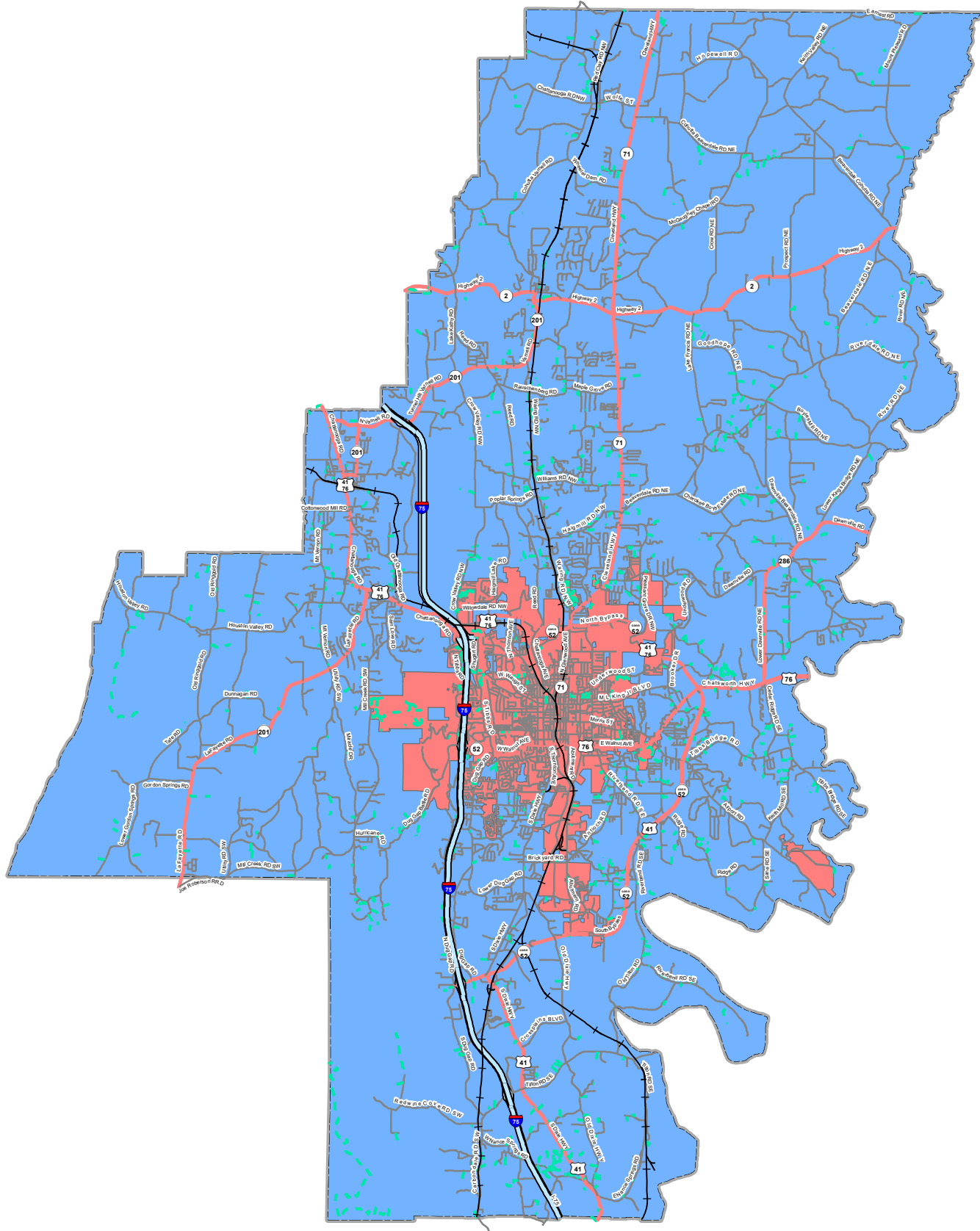
**City of Varnell, Georgia**



Tom Dickson,  
Mayor

Attest:

  
\_\_\_\_\_  
Jamie Nance  
City Clerk  
(SEAL)



- Legend
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private
- SGA Traffic Lights - Road Signs**
- Dalton
  - Whitfield County

# SGA Traffic Lights - Road Signs



1 inch = 3 miles  
Date: 3/10/2023





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: WHITFIELD**

**Service: TRAFFIC CONTROL AND ENGINEERING**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **WHITFIELD COUNTY, CITY OF DALTON**
  
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
  
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
WHITFIELD COUNTY	GENERAL FUNDS, LMIG, GDOT, STATE & FEDERAL FUNDS, SPLOST
CITY OF DALTON	GENERAL FUNDS, LMIG, GDOT, STATE & FEDERAL FUNDS, SPLOST
CITY OF TUNNEL HILL	GENERAL FUNDS, LMIG, GDOT, STATE & FEDERAL FUNDS, SPLOST
CITY OF VARNELL	GENERAL FUNDS, LMIG, GDOT, STATE & FEDERAL FUNDS, SPLOST
TOWN OF COHUTTA	GENERAL FUNDS, LMIG, GDOT, STATE & FEDERAL FUNDS, SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

CHANGE IN DCA FORM

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
SERVICE DELIVERY	WHITFIELD COUNTY, CITY OF DALTON	OCTOBER 20,2022 UNTIL
AGREEMENT	CITY OF VARNELL, CITY OF TUNNEL HILL,	MODIFIED BY PARTIES

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: **ROBERT SIVICK**  
 Phone number: **706-275-7500 X 7503**      Date completed: 3/7/2023

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC WORKS

**ROAD, STREET, BRIDGE, STREET LIGHT,  
AND TRAFFIC CONTROL/ENGINEERING  
CONSTRUCTION AND MAINTENANCE  
SERVICE DELIVERY AGREEMENT**

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-7-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE,** we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Road, Street, Bridge, Street Light and Traffic/Control Engineering Construction and Maintenance within Whitfield County:**

**WITNESSETH**

- 1. Description of Current Service Delivery Arrangement between Whitfield County and the Town of Cohutta, and the Cities of Tunnel Hill and Varnell for Road and Bridge Construction and Maintenance.**

Excluding public roads and bridges located within Whitfield County that are directly constructed by and/or maintained by the United States federal government or by the State of Georgia, Whitfield County shall, during the pendency of this Agreement, continue to bear sole discretion and financial responsibility through its General Fund

and any other sources of funding, such as SPLOST, for the periodic construction, resurfacing, and maintenance of all publicly dedicated roads and bridges located within unincorporated Whitfield County, Georgia, within the Town of Cohutta, within the City of Tunnel Hill, and within the City of Varnell.

As a part of this Agreement, Whitfield County shall control and direct all L.M.I.G. or other local road funds submissions or amounts provided by the State of Georgia for all of Whitfield County except for road improvement projects located within the municipal boundaries of the City of Dalton, which shall control and direct its L.M.I.G.

No change in current services is contemplated.

**2. Description of Service Delivery Arrangement between Whitfield County and the City of Dalton for Road, Street and Bridge Construction and Maintenance.**

Excluding public roads and bridges located within the City of Dalton that are directly constructed by the United States federal government or by the State of Georgia, the City of Dalton shall, during the pendency of this Agreement, continue to bear sole discretion and financial responsibility through its General Fund and any other sources of funding, such as SPLOST, for the periodic construction, resurfacing, and maintenance of all publicly dedicated roads and bridges located within the City of Dalton.

During the term of this Agreement, Whitfield County shall remit \$200,000.00 to the City of Dalton once annually by January 31<sup>st</sup> of each succeeding year. The purpose of such payment is to approximate an allocation for paving within the City of Dalton based upon its approximately 20% of the road miles within the entire organic Whitfield County road system.

**3. Description of Service Delivery Arrangement Regarding Street Lights and Traffic Control/Engineering.**

With respect to street lighting services, each of the Cities provides street lights, including all hardware and power thereto, within portions of its jurisdiction and Whitfield County provides street lights within portions of the unincorporated areas of the county.

With respect to traffic control and engineering services, including, but not limited to the location, placement, and maintenance of traffic lights, road signs, painted road lines, pedestrian aids, and the like, the City of Dalton provides such services within its jurisdiction for city streets maintained by it pursuant to subparagraph 2 hereinabove.

Likewise, with respect to traffic control and engineering services, including, but not limited to the location, placement, and maintenance of traffic lights, road signs, painted road lines, pedestrian aids, and the like, Whitfield County provides such services within the Cities of Tunnel Hill, Varnell, the Town of Cohutta, and the unincorporated areas of the county for county roads maintained by it pursuant to subparagraph 1 hereinabove.

**4. Road Maintenance Agreement Map.**

The current version of the City/County Road Maintenance Agreement Map, as adopted by the Mayor and Council of Dalton the Whitfield County Board of Commissioners is attached hereto as **Exhibit "A"** and incorporated herein by this reference, as the same may be amended from time to time. This map shall also dictate responsibilities with respect to inclement weather response.

**5. Term and Termination.**

This Agreement shall remain in force and effect until altered or amended in writing by the parties hereto or until the LOST Certificate executed on or about August 8, 2022, shall no longer remain in force and effect, whichever shall occur first. At any such time in the future that such LOST distribution shall change, the rights and responsibilities the parties with respect to the subject matter hereof shall cease automatically and without the necessity for any further action or notice.

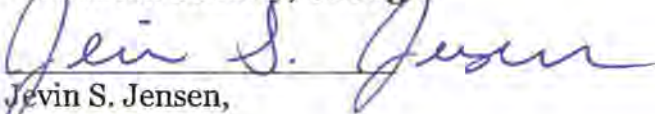
**6. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements at this time, except as set forth herein.


The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**Whitfield County, Georgia**

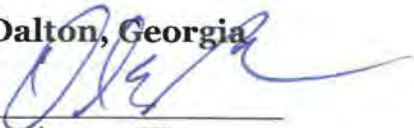
  
Jevin S. Jensen,  
Chairman

Attest:

  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**



David Pennington III,  
Mayor

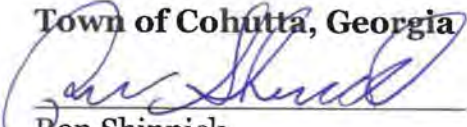
Attest:



Bernadette Chattam,  
City Clerk  
(SEAL)

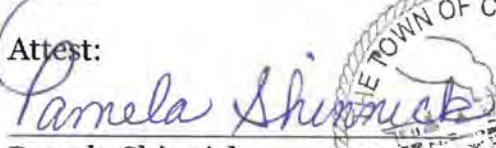


**Town of Cohutta, Georgia**



Ron Shinnick,  
Mayor

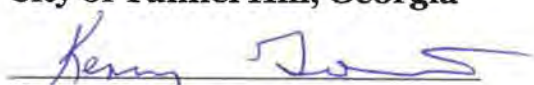
Attest:



Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**



Kenny Gowin,  
Mayor

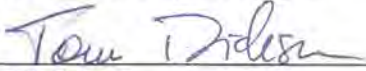
Attest:



Melinda Griffin  
City Clerk  
(SEAL)

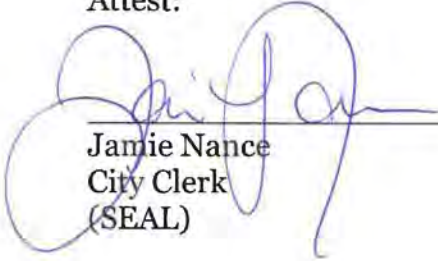


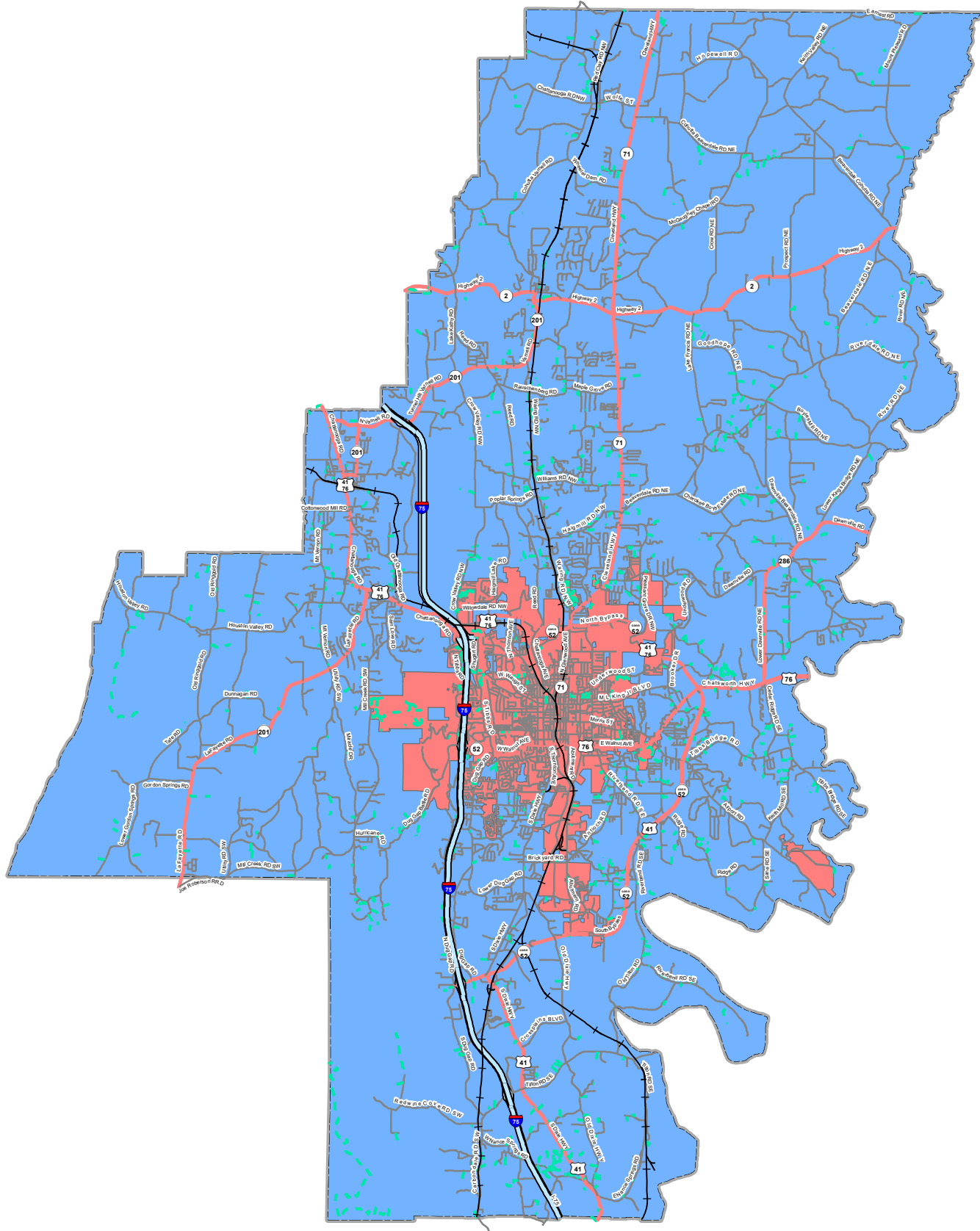
**City of Varnell, Georgia**



Tom Dickson,  
Mayor

Attest:

  
\_\_\_\_\_  
Jamie Nance  
City Clerk  
(SEAL)



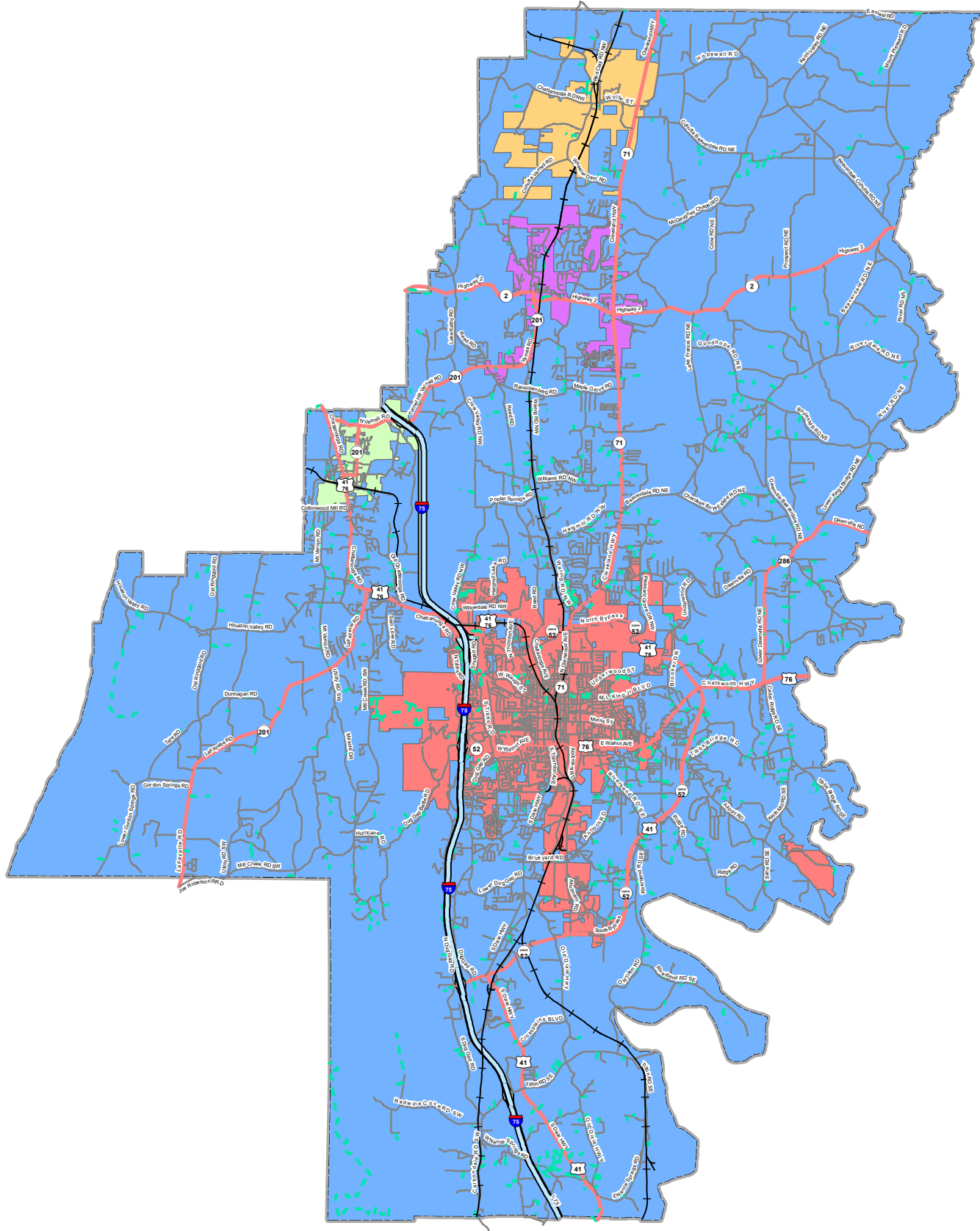
- Legend
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private
- SGA Traffic Lights - Road Signs**
- Dalton
  - Whitfield County

# SGA Traffic Lights - Road Signs



1 inch = 3 miles  
Date: 3/10/2023





- Legend
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private
- SGA Street Lights and Traffic Control**
- Cohutta
  - Dalton
  - Tunnel Hill
  - Varnell
  - Whitfield County

# SGA Street Lights and Traffic Control



1 inch = 3 miles  
Date: 3/10/2023



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: WHITFIELD**

**Service: HISTORIC PRESERVATION**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **WHITFIELD COUNTY, CITY OF DALTON**
  
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
  
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
WHITFIELD COUNTY	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
CITY OF DALTON	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
CITY OF TUNNEL HILL	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
CITY OF VARNELL	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
TOWN OF COHUTTA	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

CHANGE IN DCA FORM

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
SERVICE DELIVERY AGREEMENT	WHITFIELD COUNTY, CITY OF DALTON	OCTOBER 20, 2022 UNTIL
	CITY OF VARNELL, CITY OF TUNNEL HILL,	MODIFIED BY PARTIES

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: **ROBERT SIVICK**

Phone number: **706-275-7500 X 7503**      Date completed: 3/7/2023

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

ECONOMIC DEVELOPMENT  
**BUILDING INSPECTION, CODE ENFORCEMENT,  
PLANNING, ZONING AND RELATED LAND-USE  
DEVELOPMENT SERVICES**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Building Inspection, Code Enforcement, Planning, Zoning and Related Land-Use Development Services**:

**WITNESSETH:**

1. **Description of Current Service Delivery Arrangements.**

- (a) **Building Inspection.** For the term hereof, the County shall provide building inspection services within the unincorporated areas of the county and within each City except for within the Town of Cohutta, which provides building inspection services within the Town. As used in this Agreement "building inspection services" shall include, but shall not be limited to, all functions and activities incidental to the operation of a building inspection office, including required permitting and inspection services for new construction.
- (b) **Code Enforcement.** For the term hereof, each City shall provide Code Enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas. Code Enforcement shall include, but not be limited to, building code enforcement, zoning violations regarding junk, trash, debris and unsafe or dangerous buildings enforcement.

- (c) **Planning Services.** For the term hereof, the County shall provide Planning services, through its contract with the North Georgia Regional Commission for the Cities of Dalton and Varnell, along with the unincorporated areas of the county. The City of Tunnel Hill and the Town of Cohutta provide such services respectively within those jurisdictions.
- (d) **Zoning Administration.** Whitfield County and the Cities of Dalton and Varnell have each adopted the **Unified Zoning Ordinance** and respective zoning maps for use within those jurisdictions. Thus, the vast majority of all parcels in Whitfield County are governed by one zoning ordinance. For the term hereof, Whitfield County provides all zoning administration services, including, but not limited to text and map updates, rezoning and special use permit applications, and variance requests through the Board of Zoning Appeals. The City of Tunnel Hill and the Town of Cohutta each maintain their own separate zoning ordinance and provide for administration thereof within their respective jurisdictions.
- (e) **Subdivision of parcels/Platting Services.** For the term hereof, the County shall provide major subdivision review, minor subdivision review, and plat review services for the City of Dalton and the unincorporated areas of the county. Within their respective jurisdictions, the Cities of Varnell and Tunnel Hill and the Town of Cohutta provide such services.
- (f) **Fire Marshall.** For the term hereof, the City of Dalton Fire Department shall provide State Fire Code compliance and plan review within the City of Dalton and the County shall provide such services for all remaining Cities and the unincorporated areas of the county.
- (g) **Historic Preservation.** For the term hereof, the City of Dalton shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission, within its jurisdiction. The County shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission for the unincorporated areas of the county. The Chief Building Inspector shall provide assistance with respect to implementation of historic preservation codes.
- (h) **Sign Codes.** For the term hereof, each City shall provide Sign Code permitting and enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas.
- (i) **Soil Erosion, Sedimentation and Pollution Control Services.** For the term hereof and for so long as the County shall retain Local Issuing Authority from Georgia EPD and the Georgia Soil and Water Conservation Commission, the County shall provide land disturbing activity (“Soil Erosion”) plan review, inspection and permitting services countywide except for within the Town of Cohutta. The Cities of Dalton, Tunnel Hill and Varnell each retain their separate local issuing authority, but contract with Whitfield County to provide such services within their respective cities. Permittees within the Town of Cohutta must obtain such services directly from Georgia EPD.
- (j) **Stormwater Management.** For the term hereof, each jurisdiction shall continue to maintain a separate Municipal Separate Storm System (“MS4”) and each jurisdiction is separately responsible for compliance with all required Best Management Practices and reporting requirements.

Whitfield County provides plan review and permitting on a countywide basis, except for the Town of Cohutta, which is not counted as part of Whitfield County's urbanized area and thus is not required to review or permit stormwater management plans.

The City of Dalton contracts with Whitfield County to meet its reporting requirements to EPD per "MS4 Responsibility Table," attached hereto as **Exhibit "A"** and incorporated herein by this reference, and as may be amended hereafter and, commencing with the execution of this Agreement, pays an annual fee of \$87,500.00 for such services.

The Cities of Tunnel Hill and Varnell each provide reporting to EPD for their jurisdictions. The County also agrees to share some MS4 responsibilities with the Cities of Tunnel Hill and Varnell in accordance with **Exhibit "A."**

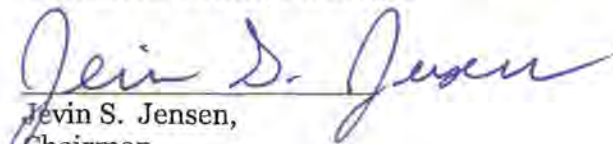
- (k) **Fees, Fines and Funding.** All fees generated for permitting services hereunder shall be retained by the entity providing the service. All fines generated as a result of enforcement shall be retained by the entity providing the service, regardless of where such fine may be assessed or adjudicated. All services referenced herein shall be funded by the General Fund of the jurisdiction providing such service.
- (l) **Term and Termination.** This Agreement shall remain in force and effect for so long as the LOST certificate executed by the parties hereto on August 8, 2022 shall remain effective.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

**IN WITNESS WHEREOF**, we, the undersigned, have executed this Service Delivery Agreement on behalf of the above-named parties, pursuant to the authority granted to us in the resolutions by which each of said parties approved and adopted the Service Delivery Strategy, of which this Service Delivery Agreement is a part.

**Whitfield County, Georgia**


  
Jevin S. Jensen,  
Chairman

Attest:


  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**


  
\_\_\_\_\_  
David Pennington III,  
Mayor

Attest:

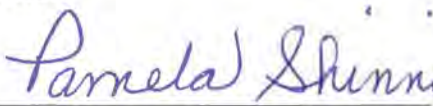
  
\_\_\_\_\_  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
\_\_\_\_\_  
Ron Shinnick,  
Mayor

Attest:

  
\_\_\_\_\_  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

  
\_\_\_\_\_  
Kenny Gowin,  
Mayor

Attest:

  
\_\_\_\_\_  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

*Tom Dickson*

Tom Dickson,  
Mayor

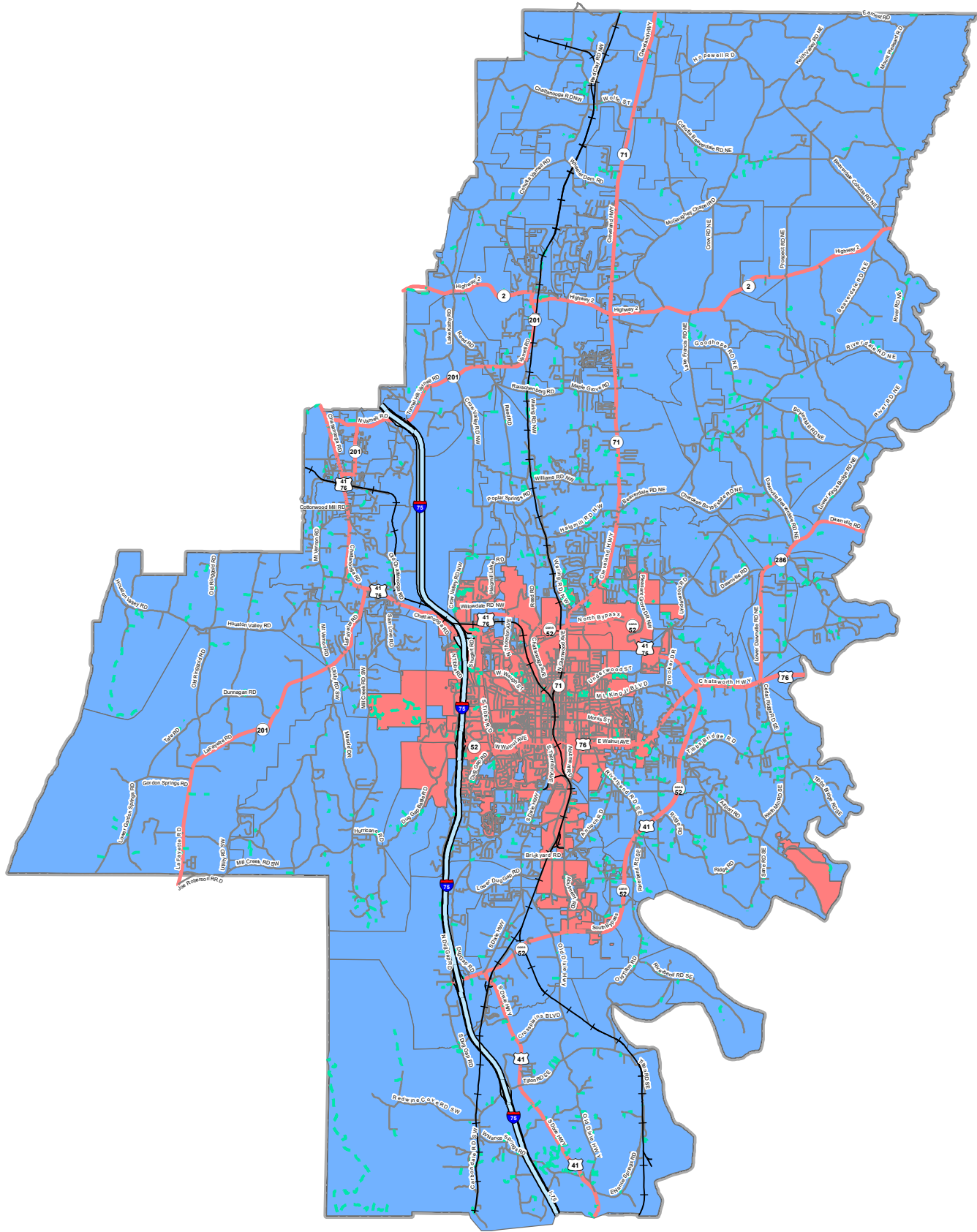
Attest:

*Jamie Nance*

Jamie Nance  
City Clerk  
(SEAL)







- Legend
- Roads
- State Highway
- US Highway
- Interstate
- Private
- SGA Historic Preservation**
- City of Dalton
- Whitfield County

# SGA Historic Preservation



1 inch = 3 miles

Date: 3/9/2023



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: WHITFIELD**

**Service: SIGN CODES**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **WHITFIELD COUNTY, CITY OF DALTON, CITY OF TUNNEL HILL, CITY OF VARNELL, TOWN OF COHUTTA**
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
WHITFIELD COUNTY	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
CITY OF DALTON	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
CITY OF TUNNEL HILL	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
CITY OF VARNELL	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
TOWN OF COHUTTA	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

CHANGE IN DCA FORM

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY	WHITFIELD COUNTY, CITY OF DALTON	OCTOBER 20,2022 UNTIL
AGREEMENT	CITY OF VARNELL, CITY OF TUNNEL HILL,	MODIFIED BY PARTIES

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: **ROBERT SIVICK**

Phone number: **706-275-7500 X 7503**      Date completed: 3/7/2023

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

ECONOMIC DEVELOPMENT  
**BUILDING INSPECTION, CODE ENFORCEMENT,  
PLANNING, ZONING AND RELATED LAND-USE  
DEVELOPMENT SERVICES**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-70-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Building Inspection, Code Enforcement, Planning, Zoning and Related Land-Use Development Services**:

**WITNESSETH:**

1. **Description of Current Service Delivery Arrangements.**

- (a) **Building Inspection.** For the term hereof, the County shall provide building inspection services within the unincorporated areas of the county and within each City except for within the Town of Cohutta, which provides building inspection services within the Town. As used in this Agreement "building inspection services" shall include, but shall not be limited to, all functions and activities incidental to the operation of a building inspection office, including required permitting and inspection services for new construction.
- (b) **Code Enforcement.** For the term hereof, each City shall provide Code Enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas. Code Enforcement shall include, but not be limited to, building code enforcement, zoning violations regarding junk, trash, debris and unsafe or dangerous buildings enforcement.

- (c) **Planning Services.** For the term hereof, the County shall provide Planning services, through its contract with the North Georgia Regional Commission for the Cities of Dalton and Varnell, along with the unincorporated areas of the county. The City of Tunnel Hill and the Town of Cohutta provide such services respectively within those jurisdictions.
- (d) **Zoning Administration.** Whitfield County and the Cities of Dalton and Varnell have each adopted the **Unified Zoning Ordinance** and respective zoning maps for use within those jurisdictions. Thus, the vast majority of all parcels in Whitfield County are governed by one zoning ordinance. For the term hereof, Whitfield County provides all zoning administration services, including, but not limited to text and map updates, rezoning and special use permit applications, and variance requests through the Board of Zoning Appeals. The City of Tunnel Hill and the Town of Cohutta each maintain their own separate zoning ordinance and provide for administration thereof within their respective jurisdictions.
- (e) **Subdivision of parcels/Platting Services.** For the term hereof, the County shall provide major subdivision review, minor subdivision review, and plat review services for the City of Dalton and the unincorporated areas of the county. Within their respective jurisdictions, the Cities of Varnell and Tunnel Hill and the Town of Cohutta provide such services.
- (f) **Fire Marshall.** For the term hereof, the City of Dalton Fire Department shall provide State Fire Code compliance and plan review within the City of Dalton and the County shall provide such services for all remaining Cities and the unincorporated areas of the county.
- (g) **Historic Preservation.** For the term hereof, the City of Dalton shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission, within its jurisdiction. The County shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission for the unincorporated areas of the county. The Chief Building Inspector shall provide assistance with respect to implementation of historic preservation codes.
- (h) **Sign Codes.** For the term hereof, each City shall provide Sign Code permitting and enforcement services within its respective jurisdiction and the County shall provide such services within the unincorporated areas.
- (i) **Soil Erosion, Sedimentation and Pollution Control Services.** For the term hereof and for so long as the County shall retain Local Issuing Authority from Georgia EPD and the Georgia Soil and Water Conservation Commission, the County shall provide land disturbing activity (“Soil Erosion”) plan review, inspection and permitting services countywide except for within the Town of Cohutta. The Cities of Dalton, Tunnel Hill and Varnell each retain their separate local issuing authority, but contract with Whitfield County to provide such services within their respective cities. Permittees within the Town of Cohutta must obtain such services directly from Georgia EPD.
- (j) **Stormwater Management.** For the term hereof, each jurisdiction shall continue to maintain a separate Municipal Separate Storm System (“MS4”) and each jurisdiction is separately responsible for compliance with all required Best Management Practices and reporting requirements.

Whitfield County provides plan review and permitting on a countywide basis, except for the Town of Cohutta, which is not counted as part of Whitfield County's urbanized area and thus is not required to review or permit stormwater management plans.

The City of Dalton contracts with Whitfield County to meet its reporting requirements to EPD per "MS4 Responsibility Table," attached hereto as **Exhibit "A"** and incorporated herein by this reference, and as may be amended hereafter and, commencing with the execution of this Agreement, pays an annual fee of \$87,500.00 for such services.

The Cities of Tunnel Hill and Varnell each provide reporting to EPD for their jurisdictions. The County also agrees to share some MS4 responsibilities with the Cities of Tunnel Hill and Varnell in accordance with **Exhibit "A."**

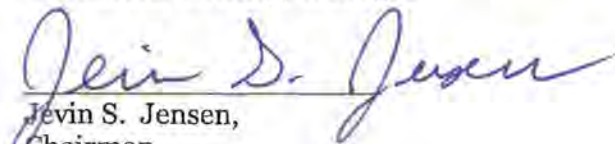
- (k) **Fees, Fines and Funding.** All fees generated for permitting services hereunder shall be retained by the entity providing the service. All fines generated as a result of enforcement shall be retained by the entity providing the service, regardless of where such fine may be assessed or adjudicated. All services referenced herein shall be funded by the General Fund of the jurisdiction providing such service.
- (l) **Term and Termination.** This Agreement shall remain in force and effect for so long as the LOST certificate executed by the parties hereto on August 8, 2022 shall remain effective.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

**IN WITNESS WHEREOF**, we, the undersigned, have executed this Service Delivery Agreement on behalf of the above-named parties, pursuant to the authority granted to us in the resolutions by which each of said parties approved and adopted the Service Delivery Strategy, of which this Service Delivery Agreement is a part.

**Whitfield County, Georgia**


  
Jevin S. Jensen,  
Chairman

Attest:

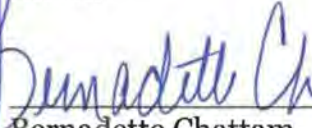
  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**

  
\_\_\_\_\_  
David Pennington III,  
Mayor

Attest:


  
\_\_\_\_\_  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
\_\_\_\_\_  
Ron Shinnick,  
Mayor

Attest:


  
\_\_\_\_\_  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

  
\_\_\_\_\_  
Kenny Gowin,  
Mayor

Attest:

  
\_\_\_\_\_  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

*Tom Dickson*

Tom Dickson,  
Mayor

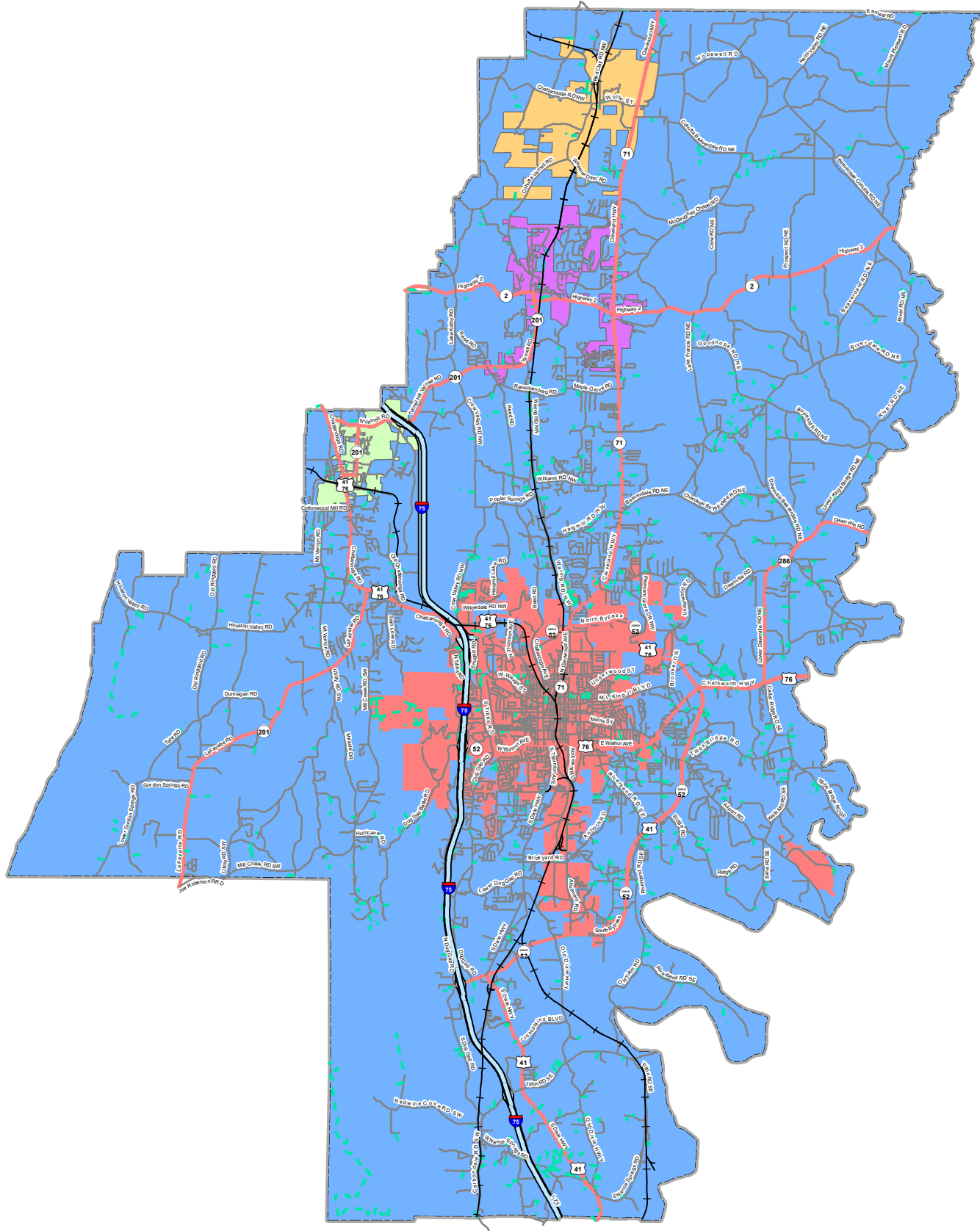
Attest:

*Jamie Nance*

Jamie Nance  
City Clerk  
(SEAL)







- Legend
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private
- SGA Sign Codes**
- Whitfield County
  - Cohutta
  - Tunnel Hill
  - Varnell
  - Dalton

# SGA Sign Codes



1 inch = 3 miles

Date: 3/9/2023



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: WHITFIELD**

**Service: STORMWATER MANAGEMENT**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
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- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
WHITFIELD COUNTY	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
CITY OF DALTON	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
CITY OF TUNNEL HILL	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
CITY OF VARNELL	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES
TOWN OF COHUTTA	GENERAL FUNDS, ENFORCEMENT FEES, PERMITTING FEES

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

CHANGE IN DCA FORM

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
SERVICE DELIVERY AGREEMENT	WHITFIELD COUNTY, CITY OF DALTON	OCTOBER 20, 2022 UNTIL
	CITY OF VARNELL, CITY OF TUNNEL HILL,	MODIFIED BY PARTIES

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: **ROBERT SIVICK**

Phone number: **706-275-7500 X 7503**      Date completed: 3/7/2023

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

ECONOMIC DEVELOPMENT  
**BUILDING INSPECTION, CODE ENFORCEMENT,  
PLANNING, ZONING AND RELATED LAND-USE  
DEVELOPMENT SERVICES**  
SERVICE DELIVERY AGREEMENT

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**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE**, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Building Inspection, Code Enforcement, Planning, Zoning and Related Land-Use Development Services**:

**WITNESSETH:**

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- (a) **Building Inspection.** For the term hereof, the County shall provide building inspection services within the unincorporated areas of the county and within each City except for within the Town of Cohutta, which provides building inspection services within the Town. As used in this Agreement "building inspection services" shall include, but shall not be limited to, all functions and activities incidental to the operation of a building inspection office, including required permitting and inspection services for new construction.
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- (g) **Historic Preservation.** For the term hereof, the City of Dalton shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission, within its jurisdiction. The County shall provide Historic Preservation services, by and through its appointed Historic Preservation Commission for the unincorporated areas of the county. The Chief Building Inspector shall provide assistance with respect to implementation of historic preservation codes.
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- (i) **Soil Erosion, Sedimentation and Pollution Control Services.** For the term hereof and for so long as the County shall retain Local Issuing Authority from Georgia EPD and the Georgia Soil and Water Conservation Commission, the County shall provide land disturbing activity (“Soil Erosion”) plan review, inspection and permitting services countywide except for within the Town of Cohutta. The Cities of Dalton, Tunnel Hill and Varnell each retain their separate local issuing authority, but contract with Whitfield County to provide such services within their respective cities. Permittees within the Town of Cohutta must obtain such services directly from Georgia EPD.
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Whitfield County provides plan review and permitting on a countywide basis, except for the Town of Cohutta, which is not counted as part of Whitfield County's urbanized area and thus is not required to review or permit stormwater management plans.

The City of Dalton contracts with Whitfield County to meet its reporting requirements to EPD per "MS4 Responsibility Table," attached hereto as **Exhibit "A"** and incorporated herein by this reference, and as may be amended hereafter and, commencing with the execution of this Agreement, pays an annual fee of \$87,500.00 for such services.

The Cities of Tunnel Hill and Varnell each provide reporting to EPD for their jurisdictions. The County also agrees to share some MS4 responsibilities with the Cities of Tunnel Hill and Varnell in accordance with **Exhibit "A."**

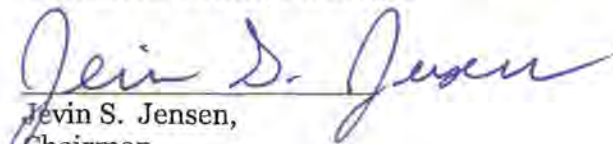
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- (l) **Term and Termination.** This Agreement shall remain in force and effect for so long as the LOST certificate executed by the parties hereto on August 8, 2022 shall remain effective.

## **2. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

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**Whitfield County, Georgia**


  
Jevin S. Jensen,  
Chairman

Attest:

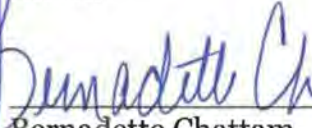
  
Blanca Cardona,  
County Clerk  
(SEAL)



**City of Dalton, Georgia**

  
\_\_\_\_\_  
David Pennington III,  
Mayor

Attest:


  
\_\_\_\_\_  
Bernadette Chattam,  
City Clerk  
(SEAL)



**Town of Cohutta, Georgia**


  
\_\_\_\_\_  
Ron Shinnick,  
Mayor

Attest:


  
\_\_\_\_\_  
Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**

  
\_\_\_\_\_  
Kenny Gowin,  
Mayor

Attest:

  
\_\_\_\_\_  
Melinda Griffin  
City Clerk  
(SEAL)



**City of Varnell, Georgia**

Tom Dickson

Tom Dickson,  
Mayor

Attest:

Jamie Nance  
Jamie Nance  
City Clerk  
(SEAL)





## “Exhibit A” MS4 Responsibility Table

Jurisdiction (City Limits)	Responsible Entity Entity responsible for carrying out tasks	Minimum Control Measure (MCM) GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	BMP # from MS4 Permit	Exceptions
<b>Dalton</b>	Whitfield County	1. Public Education and Outreach Permit	All (minimum of four BMPs)	BMP#2 City of Dalton will make all necessary website updates to maintain links to stormwater public education information and required EPD postings. BMP#3 Dalton Public Works Department (DPWD) will maintain existing watershed signs as needed.
	Whitfield County	2. Public Involvement and Participation	All (minimum of four BMPs)	BMP#4 City of Dalton to facilitate the Dalton Tree Board and organize one tree planting event per year.
	Whitfield County	3. Illicit Discharge Detection and Elimination	BMP #1, BMP #2, BMP #3, BMP #4, and BMP #5	BMP#1 City of Dalton will amend IDDE ordinance when required by permit or EPD.
	Whitfield County	4. Construction Site Stormwater Runoff Control (ES & PC)	BMP #1, BMP #2, BMP #3, BMP #4, and BMP #5	BMP#1 City of Dalton will amend Erosion and Sedimentation Control ordinance when required by permit or EPD.
	Whitfield County	5. Post Construction Stormwater Management for New and Re - development	BMP #1 –Legal Authority	City of Dalton will amend Stormwater Management ordinance when required by permit or EPD.
	Whitfield County	5. Post Construction Stormwater Management for New and Re - development	BMP #2 - Post Construction Inventory	None
	Whitfield County	5. Post Construction Stormwater Management for New and Re - development	BMP #3 - Post Construction (BMP) Inspection	DPWD inspects permittee owned BMPs/ Ponds.

<b>Jurisdiction</b> (City Limits)	<b>Responsible Entity</b> Entity responsible for carrying out tasks	<b>Minimum Control Measure (MCM)</b> GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	<b>BMP # from MS4 Permit</b>	<b>Exceptions</b>
<b>Dalton</b>	City of Dalton Public Works	5. Post Construction Stormwater Management for New and Re - development	BMP #4 - Post Construction BMP Maintenance	None
	Whitfield County	5. Post Construction Stormwater Management for New and Re - development	BMP #5 – GI/LID Program	None
	Whitfield County	5. Post Construction Stormwater Management for New and Re - development	BMP#6 - GI/LID Structure Inventory	None.
	Whitfield County	5. Post Construction Stormwater Management for New and Re - development	BMP#7 - GI/LID Structure Inspection Program	DPWD inspects permittee owned GI/LID BMPs.
	City of Dalton Public Works	5. Post Construction Stormwater Management for New and Re – development	BMP#8 – GI/LID Structure Maintenance	None
	Whitfield County	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #1 – MS4 Control Structure Inventory and Map	City of Dalton Public Works will provide any changes to MS4 Control Structure Inventory (structures, pipes and ditches) to Whitfield County
	City of Dalton Public Works	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #2 MS4 Inspection	None

<b>Jurisdiction</b> (City Limits)	<b>Responsible Entity</b> Entity responsible for carrying out tasks	<b>Minimum Control Measure (MCM)</b> GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	<b>BMP # from MS4 Permit</b>	<b>Exceptions</b>
<b>Dalton</b>	City of Dalton Public Works	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #3 MS4 Maintenance	None
	City of Dalton Public Works	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #4 Street & Parking Lot Cleaning	None
	City of Dalton Public Works	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #5 Employee Training	Whitfield County and City to share training materials and resources
	City of Dalton Public Works	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #6 Waste Disposal	None
	City of Dalton, approve any project and appropriate funding	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #7 Capitol Improvement/ New Flood Management Projects Evaluation	Whitfield County will review any projects submitted by DPWD and complete form for annual report
	City of Dalton, approve any project and appropriate funding	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #8 Existing Flood Management Projects Analysis	Whitfield County to complete form for annual report
	City of Dalton	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #9 Inventory of Municipal Facilities with potential to pollute	Whitfield County will inspect facilities on inventory.

<b>Jurisdiction</b> (City Limits)	<b>Responsible Entity</b> Entity responsible for carrying out tasks	<b>Minimum Control Measure (MCM)</b> GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	<b>BMP # from MS4 Permit</b>	<b>Exceptions</b>
<b>Dalton</b>	Whitfield County	Preparation of Annual Report	Part 5.1	None
	Whitfield County	Enforcement Response Plan	Part 4.3	None
	Whitfield County	Impaired Waters Plan	Part 4.4	None
<b>Tunnel Hill</b>	City of Tunnel Hill	1. Public Education and Outreach Permit	All (minimum of two BMPs)	Whitfield County will maintain and update website with educational information related to stormwater. Whitfield County Public Works will maintain existing watershed signs as needed.
	City of Tunnel Hill	2. Public Involvement and Participation	All (minimum of two BMPs)	Whitfield County will hold annual stakeholder's meeting and provide written invitation annually.
	City of Tunnel Hill	3. Illicit Discharge Detection and Elimination (IDDE)	BMP #1, BMP #2, and BMP #3	City of Varnell will amend IDDE ordinance when required by permit or EPD. Whitfield County will maintain and update GIS inventory and map of outfalls as needed.
	City of Tunnel Hill	3. Illicit Discharge Detection and Elimination (IDDE)	BMP #4 - Education	Whitfield County will maintain and update website with pertinent information related to IDDE.
	City of Tunnel Hill	3. Illicit Discharge Detection and Elimination (IDDE)	BMP #5 – Complaint Response	Whitfield County will maintain and update website with a link and telephone number to report water quality complaints.
	Whitfield County	4. Construction Site Stormwater Runoff Control (ES & PC)	BMP #1, BMP #2, BMP #3, BMP #4, and BMP #5	BMP#1 City of Tunnel Hill will amend Erosion and Sedimentation Control ordinance when required by permit or EPD.

<b>Jurisdiction</b> (City Limits)	<b>Responsible Entity</b> Entity responsible for carrying out tasks	<b>Minimum Control Measure (MCM)</b> GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	<b>BMP # from MS4 Permit</b>	<b>Exceptions</b>
<b>Tunnel Hill</b>	City of Tunnel Hill	5. Post Construction Stormwater Management for New and Re - development	BMP #1 –Legal Authority	None
	City of Tunnel Hill	5. Post Construction Stormwater Management for New and Re - development	BMP #2 - Post Construction Inventory	Whitfield County will maintain and update GIS inventory and map for newly constructed, as needed.
	City of Tunnel Hill	5. Post Construction Stormwater Management for New and Re - development	BMP #3 - Post Construction (BMP) Inspection	Whitfield County will inspect all newly constructed BMPs at the completion of construction, only.
	City of Tunnel Hill	5. Post Construction Stormwater Management for New and Re - development	BMP #4 - Post Construction BMP Maintenance	Whitfield County will facilitate signing of maintenance agreements for private BMP's at time of permitting.
	City of Tunnel Hill	5. Post Construction Stormwater Management for New and Re - development	BMP #5 – GI/LID Program BMP#6 - GI/LID Structure Inventory	Whitfield County will maintain a GI/LID Program and maintain an inventory of GI/LID structures.
	City of Tunnel Hill	5. Post Construction Stormwater Management for New and Re - development	BMP# 7- GI/LID Structure Inspection BMP# 8- GI/LID Structure Maintenance	None
	Whitfield County	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #1 – MS4 Control Structure Inventory and Map	Whitfield County will maintain and update GIS inventory and map as needed.

<b>Jurisdiction</b> (City Limits)	<b>Responsible Entity</b> Entity responsible for carrying out tasks	<b>Minimum Control Measure (MCM)</b> GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	<b>BMP # from MS4 Permit</b>	<b>Exceptions</b>
<b>Tunnel Hill</b>	Whitfield County	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #2 MS4 Inspection	Does not include pond or post construction inspections. Whitfield County will provide copy of documents only.
	Whitfield County	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #3 MS4 Maintenance	Whitfield County will provide copy of documents only.
	City of Tunnel Hill	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #4 Street & Parking Lot Cleaning	Whitfield County will provide the number of road miles and amount of litter retrieved from the roadways each month.
	City of Tunnel Hill	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #5 Employee Training	Whitfield County and Tunnel Hill to share training materials and resources
	City of Tunnel Hill	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #6 Waste Disposal	None
	City of Tunnel Hill, approve any project and appropriate funding	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #7 Capitol Improvement/ New Flood Management Projects Evaluation	All new flood management projects or capital improvement projects undertaken by Whitfield County shall be examined for water quality enhancement opportunities, for which Tunnel Hill shall then be responsible for implementation.
	City of Tunnel Hill	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #8 Existing Flood Management Projects Analysis	None

<b>Jurisdiction</b> (City Limits)	<b>Responsible Entity</b> Entity responsible for carrying out tasks	<b>Minimum Control Measure (MCM)</b> GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	<b>BMP # from MS4 Permit</b>	<b>Exceptions</b>
<b>Tunnel Hill</b>	City of Tunnel Hill	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #9 Inventory of Municipal Facilities with potential to pollute	None
	City of Tunnel Hill	Preparation of Annual Report	Part 5.1	None
	Whitfield County	Enforcement Response Plan	Part 4.3	None
	City of Tunnel Hill	Impaired Waters Plan	Part 4.4	None
<b>Varnell</b>	City of Varnell	1. Public Education and Outreach Permit	All (minimum of two BMPs)	Whitfield County will maintain and update website with educational information related to stormwater. Whitfield County Public Works will maintain existing watershed signs as needed.
	City of Varnell	2. Public Involvement and Participation	All (minimum of two BMPs)	Whitfield County will hold annual stakeholder's meeting and provide written invitation annually.
	City of Varnell	3. Illicit Discharge Detection and Elimination (IDDE)	BMP #1, BMP #2, and BMP #3	City of Varnell will amend IDDE ordinance when required by permit or EPD. Whitfield County will maintain and update GIS inventory and map of outfalls as needed.

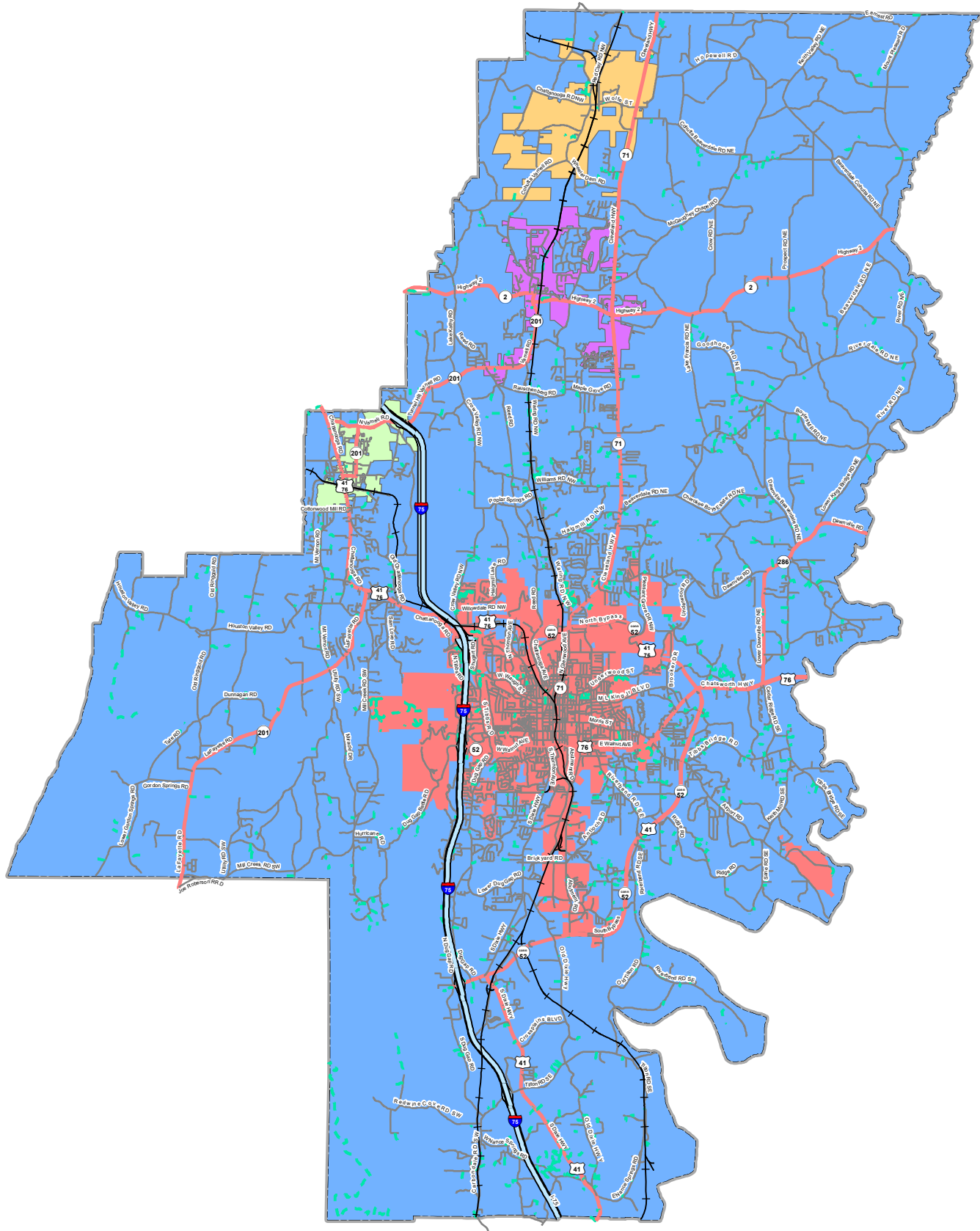
<b>Jurisdiction</b> (City Limits)	<b>Responsible Entity</b> Entity responsible for carrying out tasks	<b>Minimum Control Measure (MCM)</b> GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	<b>BMP # from MS4 Permit</b>	<b>Exceptions</b>
<b>Varnell</b>	City of Varnell	3. Illicit Discharge Detection and Elimination (IDDE)	BMP #4 - Education	Whitfield County will maintain and update website with pertinent information related to IDDE.
	City of Varnell	3. Illicit Discharge Detection and Elimination (IDDE)	BMP #5 – Complaint Response	Whitfield County will maintain and update website with a link and telephone number to report water quality complaints.
	Whitfield County	4. Construction Site Stormwater Runoff Control (ES & PC)	BMP #1, BMP #2, BMP #3, BMP #4, and BMP #5	BMP#1 City of Varnell will amend Erosion and Sedimentation Control ordinance when required by permit or EPD.
	City of Varnell	5. Post Construction Stormwater Management for New and Re - development	BMP #1 –Legal Authority	None
	City of Varnell	5. Post Construction Stormwater Management for New and Re - development	BMP #2 - Post Construction Inventory	Whitfield County will maintain and update GIS inventory and map for newly constructed, as needed.
	City of Varnell	5. Post Construction Stormwater Management for New and Re - development	BMP #3 - Post Construction (BMP) Inspection	Whitfield County will inspect all newly constructed BMPs at the completion of construction, only.
	City of Varnell	5. Post Construction Stormwater Management for New and Re - development	BMP #4 - Post Construction BMP Maintenance	Whitfield County will facilitate signing of maintenance agreements for private BMP's at time of permitting.
	City of Varnell	5. Post Construction Stormwater Management for New and Re - development	BMP #5 – GI/LID Program BMP#6 - GI/LID Structure Inventory	Whitfield County will maintain a GI/LID Program and maintain an inventory of GI/LID structures.



<b>Jurisdiction</b> (City Limits)	<b>Responsible Entity</b> Entity responsible for carrying out tasks	<b>Minimum Control Measure (MCM)</b> GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	<b>BMP # from MS4 Permit</b>	<b>Exceptions</b>
Varnell	City of Varnell	5. Post Construction Stormwater Management for New and Re - development	BMP# 7- GI/LID Structure Inspection BMP# 8- GI/LID Structure Maintenance	None
	Whitfield County	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #1 – MS4 Control Structure Inventory and Map	Whitfield County will maintain and update GIS inventory and map as needed.
	Whitfield County	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #2 MS4 Inspection	Does not include pond or post construction inspections. Whitfield County will provide copy of documents only.
	Whitfield County	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #3 MS4 Maintenance	Whitfield County will provide copy of documents only.
	City of Varnell	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #4 Street & Parking Lot Cleaning	Whitfield County will provide the number of road miles and amount of litter retrieved from the roadways each month.
	City of Varnell	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #5 Employee Training	Whitfield County and Varnell to share training materials and resources
	City of Varnell	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #6 Waste Disposal	None
	City of Varnell, approve any project and appropriate funding	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #7 Capitol Improvement/ New Flood Management Projects Evaluation	All new flood management projects or capital improvement projects undertaken by Whitfield County shall be examined for water quality enhancement opportunities, for which Varnell shall then be responsible for implementation.

<b>Jurisdiction</b> (City Limits)	<b>Responsible Entity</b> Entity responsible for carrying out tasks	<b>Minimum Control Measure (MCM)</b> GAEPD GAG610000 MS4 Phase II Small Permit Currently in effect	<b>BMP # from MS4 Permit</b>	<b>Exceptions</b>
Varnell	City of Varnell	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #8 Existing Flood Management Projects Analysis	None
	City of Varnell	6. Pollution Prevention / Good House Keeping for Municipal Operations	BMP #9 Inventory of Municipal Facilities with potential to pollute	None
	City of Varnell	Preparation of Annual Report	Part 5.1	None
	Whitfield County	Enforcement Response Plan	Part 4.3	None
	City of Varnell	Impaired Waters Plan	Part 4.4	None

\* The current MS4 permit from 2017 is in effect until December 6, 2022. Once a new permit becomes effective, the responsibility of each BMP will be matched to the existing BMP's, as close as possible, and any amendments will be made to the Responsibility Table, when necessary.



- Legend
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private
  - SGA Stormwater Management**
  - Whitfield County
  - Cohutta
  - Tunnel Hill
  - Varnell
  - Dalton

# SGA Stormwater Management



1 inch = 3 miles  
Date: 3/9/2023



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: WHITFIELD**

**Service: ROAD AND BRIDGE CONSTRUCTION AND MAINTENANCE**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **WHITFIELD COUNTY, CITY OF DALTON**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
WHITFIELD COUNTY	GENERAL FUNDS, LMIG, GDOT, STATE & FEDERAL FUNDS, SPLOST
CITY OF DALTON	GENERAL FUNDS, LMIG, GDOT, STATE & FEDERAL FUNDS, SPLOST
CITY OF TUNNEL HILL	GENERAL FUNDS, LMIG, GDOT, STATE & FEDERAL FUNDS, SPLOST
CITY OF VARNELL	GENERAL FUNDS, LMIG, GDOT, STATE & FEDERAL FUNDS, SPLOST
TOWN OF COHUTTA	GENERAL FUNDS, LMIG, GDOT, STATE & FEDERAL FUNDS, SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

CHANGE IN DCA FORM

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY	WHITFIELD COUNTY, CITY OF DALTON	OCTOBER 20,2022 UNTIL
AGREEMENT	CITY OF VARNELL, CITY OF TUNNEL HILL,	MODIFIED BY PARTIES

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

NONE

7. Person completing form: **ROBERT SIVICK**

Phone number: **706-275-7500 X 7503**      Date completed: 3/7/2023

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC WORKS

**ROAD, STREET, BRIDGE, STREET LIGHT,  
AND TRAFFIC CONTROL/ENGINEERING  
CONSTRUCTION AND MAINTENANCE  
SERVICE DELIVERY AGREEMENT**

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this 20<sup>TH</sup> day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the "Cities" and individually as a "City" or "Town.")

**WHEREAS, OCGA §36-7-20 et seq.** mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

**WHEREAS, OCGA §36-70-24(1)** mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

**WHEREAS, OCGA §36-70-25** mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

**NOW, THEREFORE,** we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Road, Street, Bridge, Street Light and Traffic/Control Engineering Construction and Maintenance within Whitfield County:**

**WITNESSETH**

- 1. Description of Current Service Delivery Arrangement between Whitfield County and the Town of Cohutta, and the Cities of Tunnel Hill and Varnell for Road and Bridge Construction and Maintenance.**

Excluding public roads and bridges located within Whitfield County that are directly constructed by and/or maintained by the United States federal government or by the State of Georgia, Whitfield County shall, during the pendency of this Agreement, continue to bear sole discretion and financial responsibility through its General Fund

and any other sources of funding, such as SPLOST, for the periodic construction, resurfacing, and maintenance of all publicly dedicated roads and bridges located within unincorporated Whitfield County, Georgia, within the Town of Cohutta, within the City of Tunnel Hill, and within the City of Varnell.

As a part of this Agreement, Whitfield County shall control and direct all L.M.I.G. or other local road funds submissions or amounts provided by the State of Georgia for all of Whitfield County except for road improvement projects located within the municipal boundaries of the City of Dalton, which shall control and direct its L.M.I.G.

No change in current services is contemplated.

**2. Description of Service Delivery Arrangement between Whitfield County and the City of Dalton for Road, Street and Bridge Construction and Maintenance.**

Excluding public roads and bridges located within the City of Dalton that are directly constructed by the United States federal government or by the State of Georgia, the City of Dalton shall, during the pendency of this Agreement, continue to bear sole discretion and financial responsibility through its General Fund and any other sources of funding, such as SPLOST, for the periodic construction, resurfacing, and maintenance of all publicly dedicated roads and bridges located within the City of Dalton.

During the term of this Agreement, Whitfield County shall remit \$200,000.00 to the City of Dalton once annually by January 31<sup>st</sup> of each succeeding year. The purpose of such payment is to approximate an allocation for paving within the City of Dalton based upon its approximately 20% of the road miles within the entire organic Whitfield County road system.

**3. Description of Service Delivery Arrangement Regarding Street Lights and Traffic Control/Engineering.**

With respect to street lighting services, each of the Cities provides street lights, including all hardware and power thereto, within portions of its jurisdiction and Whitfield County provides street lights within portions of the unincorporated areas of the county.

With respect to traffic control and engineering services, including, but not limited to the location, placement, and maintenance of traffic lights, road signs, painted road lines, pedestrian aids, and the like, the City of Dalton provides such services within its jurisdiction for city streets maintained by it pursuant to subparagraph 2 hereinabove.

Likewise, with respect to traffic control and engineering services, including, but not limited to the location, placement, and maintenance of traffic lights, road signs, painted road lines, pedestrian aids, and the like, Whitfield County provides such services within the Cities of Tunnel Hill, Varnell, the Town of Cohutta, and the unincorporated areas of the county for county roads maintained by it pursuant to subparagraph 1 hereinabove.

**4. Road Maintenance Agreement Map.**

The current version of the City/County Road Maintenance Agreement Map, as adopted by the Mayor and Council of Dalton the Whitfield County Board of Commissioners is attached hereto as **Exhibit "A"** and incorporated herein by this reference, as the same may be amended from time to time. This map shall also dictate responsibilities with respect to inclement weather response.

**5. Term and Termination.**

This Agreement shall remain in force and effect until altered or amended in writing by the parties hereto or until the LOST Certificate executed on or about August 8, 2022, shall no longer remain in force and effect, whichever shall occur first. At any such time in the future that such LOST distribution shall change, the rights and responsibilities the parties with respect to the subject matter hereof shall cease automatically and without the necessity for any further action or notice.

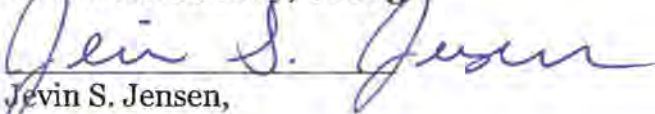
**6. Future Service Delivery Strategy.**

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements at this time, except as set forth herein.


The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

**Whitfield County, Georgia**

  
Jevin S. Jensen,  
Chairman

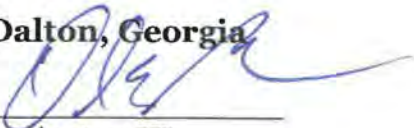
Attest:

  
Blanca Cardona,  
County Clerk  
(SEAL)





**City of Dalton, Georgia**



David Pennington III,  
Mayor

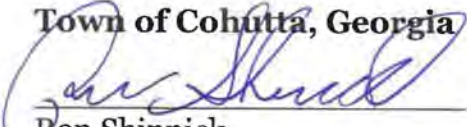
Attest:



Bernadette Chattam,  
City Clerk  
(SEAL)

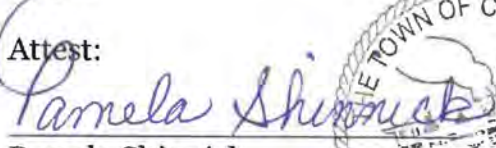


**Town of Cohutta, Georgia**



Ron Shinnick,  
Mayor

Attest:



Pamela Shinnick  
City Clerk  
(SEAL)



**City of Tunnel Hill, Georgia**



Kenny Gowin,  
Mayor

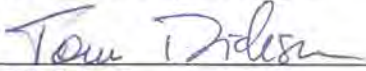
Attest:



Melinda Griffin  
City Clerk  
(SEAL)

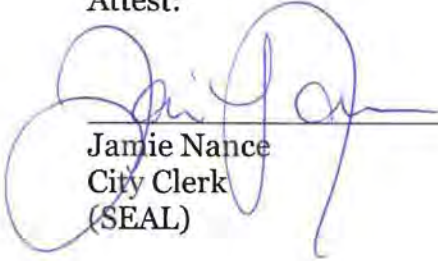


**City of Varnell, Georgia**



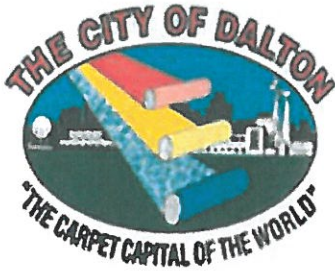
Tom Dickson,  
Mayor

Attest:

  
\_\_\_\_\_  
Jamie Nance  
City Clerk  
(SEAL)

# City – County Road Maintenance Agreement Revision





**Addendum No. 1**

**To**

**Road Maintenance Agreement  
Between  
City of Dalton Public Works and Whitfield County Public Works**

WHEREAS, the "City County Road Maintenance Agreement Map, dated April 2, 2013, allows for changes or modifications to same, provided both parties have reviewed and agreed to the changes.

WHEREAS, the City of Dalton is requesting to begin maintenance of Pleasant Grove Drive N.E., beginning at the North Bypass (State Route 3, US Route 41) and extending northeastward to South Brooker Drive, as shown on the attached Road Maintenance Map.

NOW THEREFORE BE IT RESOLVED that the City of Dalton Public Works and Whitfield County Public Works will be responsible for the road maintenance as so stipulated above.

**CITY OF DALTON PUBLIC WORKS**

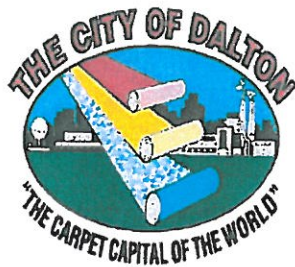
  
Benny J. Dunn, Interim Director

09/08/2021  
Date

**WHITFIELD COUNTY PUBLIC WORKS**

  
Dewayne Hunt, Director

13 SEP 2021  
Date



**Road Maintenance Agreement  
Between  
City of Dalton Public Works and Whitfield County Public Works**

WHEREAS, this inter-governmental agreement allows the two local Public Works Departments to make the most efficient use of their resources in an effort to provide the necessary services to their respective citizens; and

WHEREAS, it would be in the best interest of the City of Dalton Public Works (CODPW) and Whitfield County Public Works (WCPW), that an update to the existing road network, see attached map, titled "City County Road Maintenance Agreement Map", dated April 2, 2013, be divided for road maintenance purposes between the two entities in such a manner as to facilitate such road maintenance, and

WHEREAS, it is agreed that any and all other maintenance activities on said city street right of way (depicted in red on map) within the City of Dalton limits, including but not limited to emergency repair, asphalt resurfacing, signal light maintenance and installation, road striping, road signage, mowing, concrete repair, snow removal etc. shall be the sole responsibility of the CODPW, and the same will apply to all county road right of way (depicted in green on map), as they pertain to Whitfield County and the maintenance responsibilities to WCPW, and


WHEREAS, In the event that WCPW furnishes any services to the City of Dalton, as requested by CODPW, all work will be governed by the "Public Works Road, Street and Bridge Construction, Maintenance and Stormwater Management Service Delivery Agreement", amended December 10, 2012, and

WHEREAS, any changes or modifications to the "City County Road Maintenance Agreement Map", dated April 2, 2013, will be reviewed and agreed by both parties undersigned below, and

NOW THEREFORE BE IT RESOLVED that the City of Dalton Public Works and Whitfield County Public Works will be responsible for the road maintenance as so stipulated above.

**CITY OF DALTON PUBLIC WORKS**

**WHITFIELD COUNTY PUBLIC WORKS**

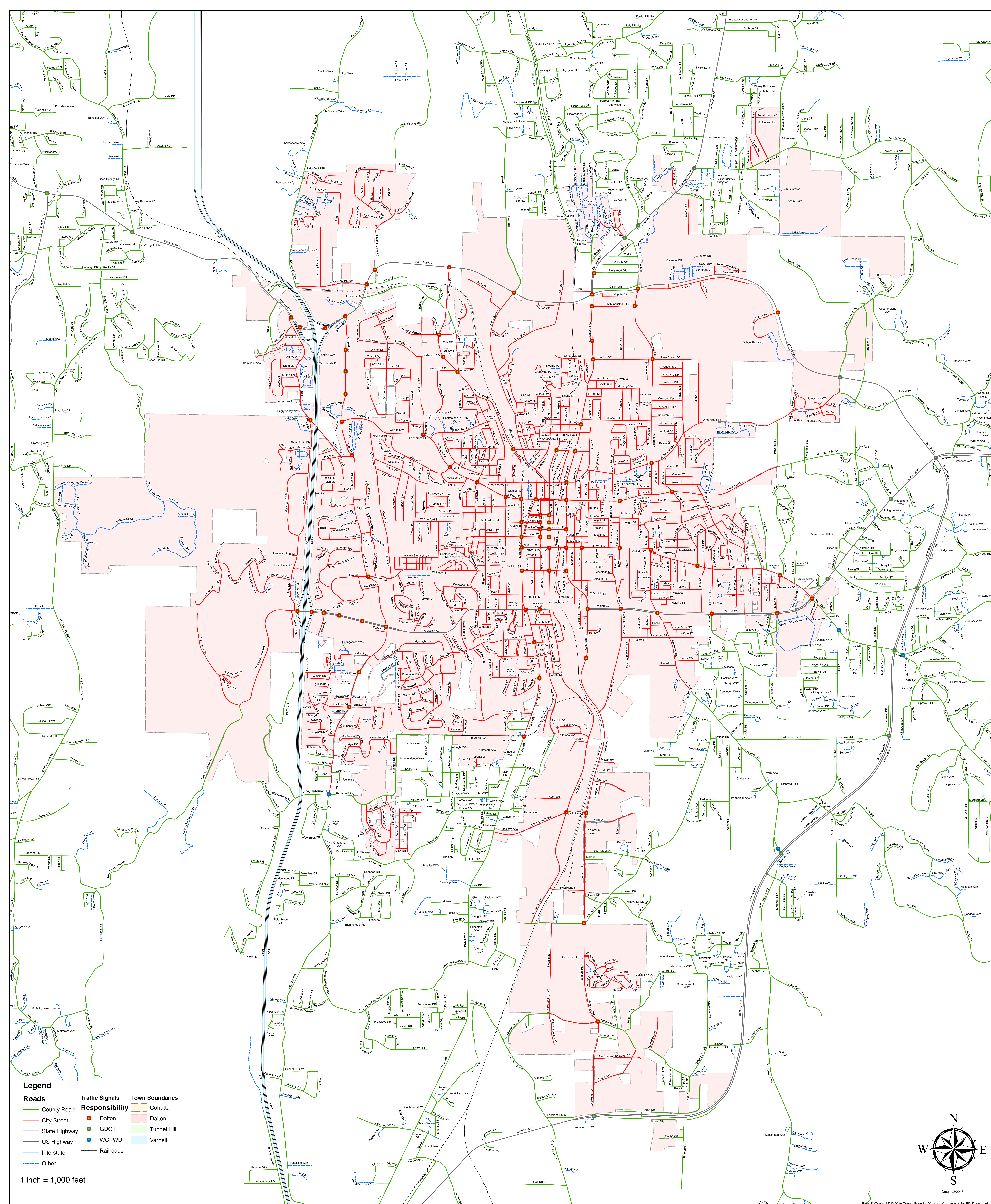
  
Benny Dunn, Director

  
Dewayne Hunt, Director

04/17/2013  
Date

4/17/2013  
Date

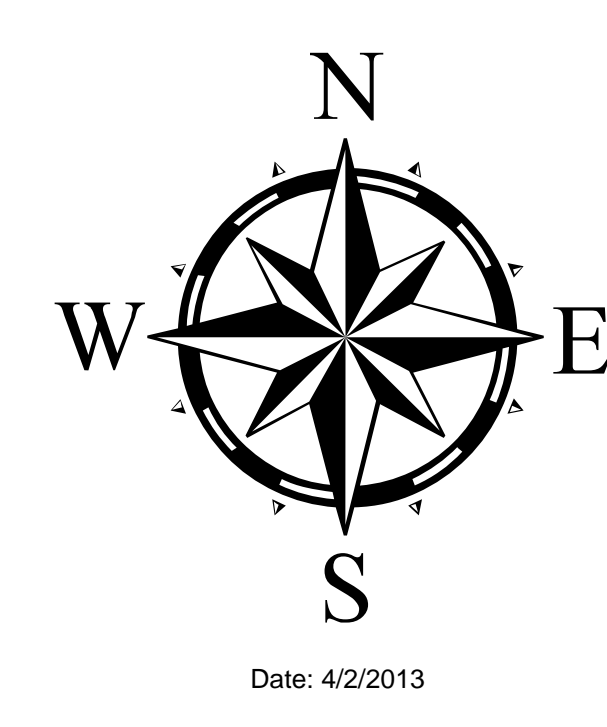
# City-County Road Maintenance Agreement Map

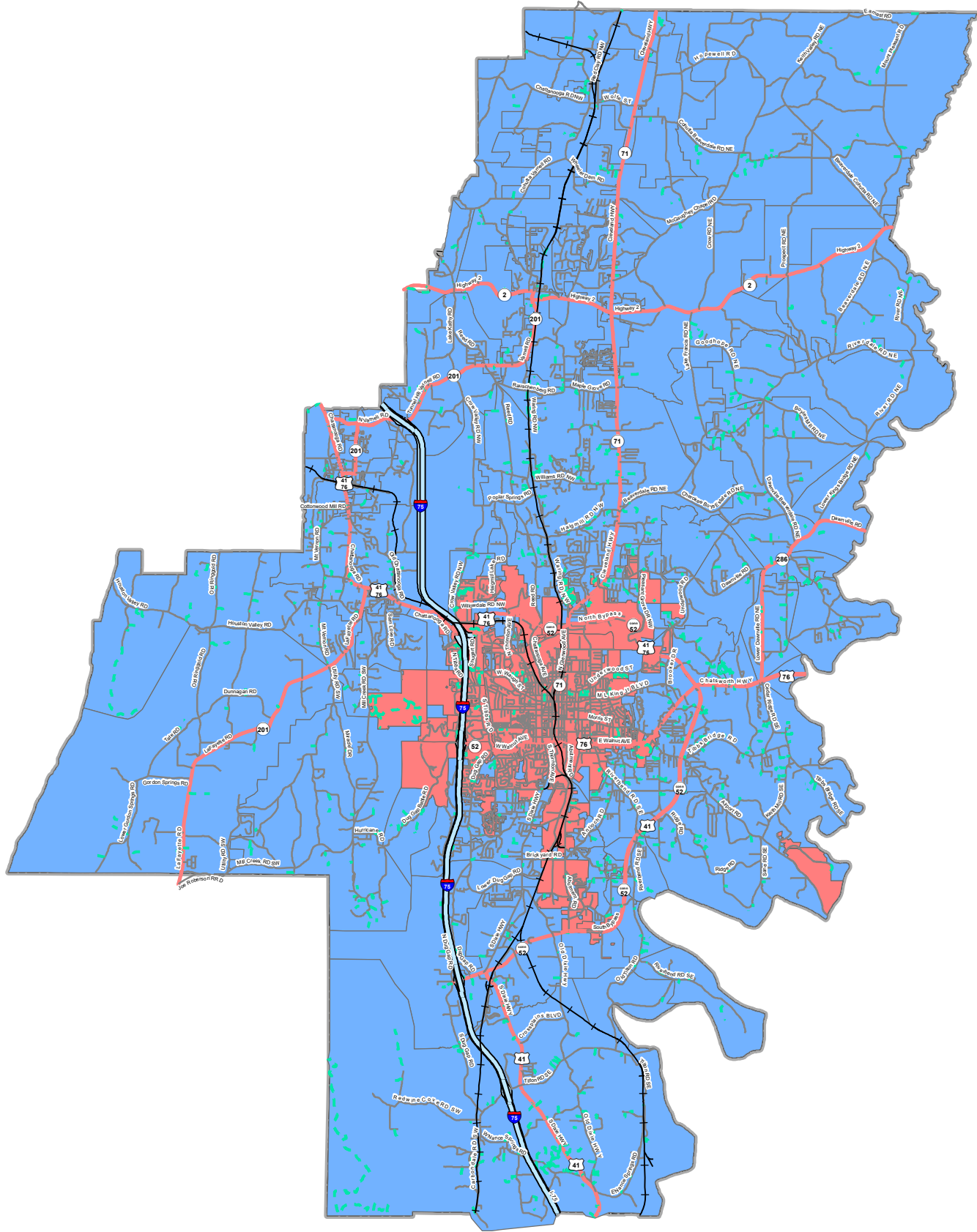


**Legend**

County Road	City Street	State Highway	US Highway	Interstate	Other
<b>Traffic Signals Responsibility</b>	Dalton	GDOT	WCPWD		
<b>Town Boundaries</b>	Cohutta	Dalton	Tunnel Hill	Varnell	

1 inch = 1,000 feet





- Legend**
- Roads
  - State Highway
  - US Highway
  - Interstate
  - Private
- Road Maintenance**
- City of Dalton
  - Whitfield County

# SGA Road and Bridge Construction and Maintenance Areas



1 inch = 3 miles

Date: 3/9/2023